

The Companies Act  
Chapter 212 of the Laws of Tanzania.

*Handwritten notes:*  
1/1/2013  
2/3/129/113

**Memorandum and Articles of Association**

of

**Delina Oil & Gas Distributors Limited**

*Handwritten notes:*  
1/1/2013  
2/3/129/113

Drawn by:



FK Law Chambers, Advocates  
FK House,  
23 Barack Obama Drive (Formerly Ocean Road)  
Sea View, Upanga  
P O Box 20787  
Dar es salaam – Tanzania.

Tel.: +255 22 2122 029/031/032  
Fax: +255 22 2122 027  
Email: [info@fklawchambers.net](mailto:info@fklawchambers.net)

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The Companies Act  
(Cap. 212)

Company Limited by Shares

Memorandum of Association

Of

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**Delina Oil & Gas Distributors Limited**

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1. The name of the Company is "Delina Oil & Gas Distributors Limited"
2. The registered office of the Company will be situated in the UNITED REPUBLIC OF TANZANIA.
3. The objects for which the Company is established are **to carry on any trade or business whatsoever as a general commercial company**, including but not limited to the following: -
  - 3.1. To carry on a business of purchasing or otherwise acquire, refine, treat, distil, blend, store, hold, sell and otherwise dispose of, import, export and trade generally in any and all kinds of petroleum and petroleum products, oil, gas and other volatile substances and lubricating base oils;
  - 3.2. To carry on in Tanzania or elsewhere the business to manufacture, produce, process, convert, commercialize, control, compound, develop, distribute, derive, excavate, grade, release, manipulate, prepare, promote, reclaim, supply, import, export, buy, sell, turn to account and to act as agent, broker, concessionaires, consultants, collaborator, job worker or otherwise to deal in all specifications, descriptions, characteristics and applications of industrial oils including mineral oils, furnace oils, high speed diesel oils, liquid parafin & white oils, bauxite solvent oils, transformer oils, lubricating oils, light oils, mineral, turpentine oils, vaporising oils, hydrocarbon oils, mineral colza oils, household oils, base mineral oils, petroleum oils, glushing oils, brake oils, engine oils, gear oils, gear oils, bituminous mineral oils, creosote oils, anthracene oils, their residues, derivatives, compounds, products, by-products, mixtures, blends and other allied materials and to do all incidental acts and things necessary for the attainment of above objects;
  - 3.3. To act as agents, dealers transporters, carriers ,distributors and representatives of any company, government, statutory body or autonomous body manufacturing petroleum gas and other gases of any nature whatsoever;

- 3.4. To deal with the general supplying, distributing, exporting, importing and dealing in mineral products, natural gas, petroleum and petroleum products, supply of gas, petroleum, petroleum products and energy for lighting, heating, motive power and energy, or any other purpose whatsoever to construct and manage the supply and distribution lines and facilities for gas, petroleum and petroleum products.
- 3.5. To search for and obtain information as to mines, mining exploration, mining claims, water claims, water rights, and any other rights, claims and property; to examine, evaluate, investigate and secure the titles to lands, mines, metals, minerals, mineral oil, hydrocarbons, gases, ores, mining or other rights and claims in Tanzania and any part of the world;
- 3.6. To sell or otherwise dispose of all types and makes of minerals, gemstones, mineral ores, gold ores, mineral products and other earth substances, petroleum, natural gas and all its products and by-products.
- 3.7. To carry on the business of a holding, management and investment company and to improve, develop, hold as an investment and undertake the management of any property, real or personal, or any interest therein as owners, trustees, agents or otherwise and generally to acquire, hold, deal in, dispose of or turn to account any lands, buildings, estates, commodities, shares, stocks, bonds, investments and securities of any description;
- 3.8. To provide administrative, financial and other services and facilities for any company in which this company is interested, or for any other persons;
- 3.9. To sell or dispose of the undertaking or any property or assets of the company for such consideration as may be thought fit, including the share or loan capital or other obligations of anybody corporate;
- 3.10. To guarantee, grant indemnities in respect of, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the company or by both such methods, the performance of the contracts or obligations and the repayment or payment of the principal and premium of and interest and dividends on any securities or obligations of any company whether having objects or engaged or intending to engage in business similar to those of the company or not, notwithstanding the fact that the company may not receive any consideration or advantage, direct or indirect, from entering into any such guarantee or other arrangement or transaction contemplated herein;
- 3.11. To borrow and raise money and to secure or discharge any debt or obligation of or binding on the company in such manner as may be thought fit and in particular by mortgages and charges upon all or any part of the undertaking, property and assets (present and future) and the uncalled capital of the company, or by the creation and issue of debentures, debenture stock or other securities of any description;

3.12. To do all or any of the above things either alone or as a member of a partnership, trading group or consortium, and in any part of the world;

3.13. To carry on any other business or activity of any nature whatsoever which may seem to the Directors to be capable of being conveniently or advantageously carried on, in connection or conjunction with, any business of the Company hereinbefore or hereinafter authorised or otherwise utilising the Company's assets, skills, know-how or expertise as the Directors consider fit;

3.14. To do all such other things as are incidental or the Company may think conducive or incidental to the attainment of the above objects and to obtain all powers and authorities necessary to carry out or extend the above objects;

3.15. AND it is hereby declared that:-

3.15.1. The objects set forth in this clause shall not, except when the context expressly so required, be in any way limited or restricted by reference to or inference from the terms of any sub-clause or any name of the Company. None of such sub-clause or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or auxiliary merely to the object mentioned in the first sub-clause of this clause and the Company shall have full power to exercise all or any of the powers conferred by any part of this clause in any part of the world and notwithstanding that the business undertaking, property or acts proposed to be transacted, acquired, dealt with or performed do not fall within the objects of the first sub-clause of this clause;

3.15.2. The word "Company" in this clause, shall be deemed to include any partnership or other body or persons, whether incorporated, and whether domiciled in the United Republic of Tanzania or elsewhere and the intention is that the objects specified in each paragraph of this clause shall except where otherwise expressed in such paragraph, be an independent main object and be in no way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company and may be carried out in as full and ample manner and construed in as wide a sense as if each of the said paragraphs defined the object of a separate and distinct company.



4. The liability of the members of the Company is limited.

5. The authorized share capital of the Company is Tanzania Shillings Five Hundred Million (Tshs. 500,000,000.00) divided into Five Thousand Shares (5000) Ordinary Shares of Tanzania Shillings One Hundred Thousand (Tshs. 100,000.00), with power to increase or reduce the capital, to consolidate or sub-divide the share into shares of larger or smaller amount and to issue all or any part of the said capital.

The Company has power to increase or reduce the said capital and to issue any part of its capital, original or increases with or without any reference, priority or special privilege or subject to any postponement of rights to any conditions or restrictions; and so that unless the conditions of issue shall otherwise expressly declare, every issue of shares, whether declared to be preference or otherwise, shall be subject to the power hereinbefore contained.


The shares in the original or any increased capital may be divided into several classes and there may be attached thereto respectively, any preferential, deferred or special rights, privileges, conditions or restrictions as to divided capital.

We, the several persons whose names and addresses are subscribed below, are desirous of being formed into a Company, in pursuance of this Memorandum of Association and we respectfully agree to take the number of shares in the capital of the Company set opposite in our respective names;

Names, Address and Descriptions of Subscribers	Number of Shares taken	Signature of Subscribers
1. Delina General Enterprises Ltd 19 Block A, Sinza. P.O. Box 16351, <b>Dar Es Salaam</b>	1500	
2. Davis E. Masha Plot No. 562, Block A, Mikocheni A, P.O. Box 16351, <b>Dar Es Salaam</b>	1000	

Dated at Dar es Salaam this 16<sup>th</sup> day of September 2013

**WITNESS to the above signatures:**

Signature:   
 Name: Hellen A. Mrema  
 Address: Box 7318 Dsm



Qualification: Advocate/Notary Public

**The Companies Act  
(Cap. 212)**

**Company Limited by Shares**

**Articles of Association**

**Of**

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**Delina Oil & Gas Distributors Limited**

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**Preliminary**

**1. Table A**

The Regulations contained in Table A shall, except where they are modified or excluded by these Articles or are inconsistent herewith, apply to the Company and, subject to any such modification, exclusions or inconsistencies, shall together with these Articles constitute the Articles of Association of the Company to the exclusion of any other regulations or articles of association.

**2. Interpretation**

In these Articles, the following words have the following meanings:

“Act” the Companies Act 2002 as amended from time to time;

“Articles” these Articles of Association as amended from time to time;

“Table” Table A in the Schedule to the Companies Act 2002. Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in Table A shall have the same meanings in these Articles; and

“Regulations” means Regulations contained in Table A to the Act;

“Tsh” Tanzanian Shillings;

References in these Articles and in Table A to writing shall be construed as including references to any method of representing or reproducing words in a legible and non-transitory form.

Words denoting the singular shall include the plural and vice versa. Words denoting the masculine shall include the feminine. Words denoting persons shall include body corporate and unincorporated associations.

Headings in these Articles are for convenience only shall not affect the interpretation hereof.

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Companies

## **Share Capital**

### **3. Amount of Share Capital**

The authorized share capital of the Company is Tanzania Shillings Five Hundred Million (Tshs. 500,000,000.00) divided into Five Thousand (5000) Ordinary Shares of Tanzania Shillings One Hundred Thousand (Tshs. 100,000) each.

### **4. Issue of shares and form of share certificate**

4.1 No shares in the Company or any right to subscribe for or convert any security into shares in the Company shall at any time be allotted unless within one month notice before that allotment to every shareholder for the identity of the proposed allottee.

4.2 Every share certificate shall be executed by the Company in such manner as the directors may decide (which may include use of the seal and/or manual or facsimile signatures by one or more directors) and shall specify the number of shares to which it relates and the amount paid up on those shares.

### **5. Directors' Authority**

The directors are authorized to exercise all powers of the Company to allot relevant securities, but only if the allotment otherwise conforms to the requirements of these Articles. The maximum nominal amount of relevant securities which may be allotted under this authority shall be the nominal amount of the unissued share capital at the date of adoption of this Article or such other amount as may from time to time be authorized by the Company in general meeting.

## **Transfer of shares**

### **6. Directors' Right to Refuse Registration**

The directors may in their absolute discretion and without assigning any reason therefore refuse to register any transfer of shares (not being fully-paid shares) to a person of whom they do not approve or of a share on which the Company has a lien.

## **General Meetings**

### **7. Adjourned General Meeting**

If a quorum is not present within half an hour of the time appointed for a general meeting, the meeting shall be adjourned to such day and at such time and place as the directors may determine and if a quorum is not present within half an hour from the time appointed for the adjourned meeting the meeting shall be dissolved.

## 1. **Votes**

Subject to any rights or restrictions attached to any shares and to any other provisions of these Articles, at a general meeting, on a show of hands, every member present in person shall have one vote, and on a poll every member present in person or by proxy shall have one vote for each share of which he is the holder.

The chairman shall have a second or casting vote. Regulation 53 shall apply accordingly.

### **Proxies**

## 2. **Deposit and Form of Proxy**

9.1 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and in any common form or in such other form as the directors may approve, and the directors may at their discretion treat a faxed or other machine-made copy of an instrument in any such form as an original copy of the instrument.

9.2 The instrument of proxy shall, unless the contrary is stated in it, be valid for any adjournment of the meeting as well as for the meeting to which it relates, and shall be deemed to include authority to vote as the proxy thinks fit on any amendment of a resolution put to the meeting for which it is given.

9.3 In this Article and for the purposes of Regulation 63," address" in relation to electronic communications includes any number or address used for the purpose of such communication.

9.4 The instrument appointing a proxy and (if required by the directors)any authority under which it is executed or a copy of the authority (certified notarially or in any other manner approved by the directors)may be delivered to the registered office, or to some other place or to some person specified or agreed by the directors, before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to act or, in case of a poll taken after the date of the meeting or adjourned meeting, before the time appointed for the taking of the poll, and an instrument of proxy which is not so delivered shall be invalid.

### **Directors**

## 3. **Number of Directors**

The number of directors shall not be less than two and shall not be subject to any maximum number. The names of the first directors shall be determine in writing by the subscribers of the memorandum of association or a majority and until such determination the signatory to the memorandum of association shall be the first directors.

## 4. **Share qualification**

No shareholding qualification for directors shall be required.

**12. Directors' Remuneration**

Any director who serves on any committee, or who otherwise performs services which in the opinion of the directors are outside the scope of the ordinary duties of a director, may be paid such extra remuneration by way of salary, commission or otherwise or may receive such other benefits as the directors may determine. Regulation 81 shall be extended accordingly.

**Appointment and Removal of Directors**

**13. Appointment and Retirement of Directors**

The Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or to be an additional director. Regulation 84 and 85 of Table A shall apply to this Article accordingly.

**14. Vacation of office**

The Company may by ordinary resolution, remove any director from office. Any director who is an employee of the Company and who ceases to be an employee shall be removed from office from the date his employment ceases. Regulation 86 shall apply accordingly.

**Appointment and Removal of Alternate Directors**

**15. Appointment of Alternate Directors**

15.1 Any director (other than an alternate director) may appoint any person (whether or not a director) to be an alternate director and may remove from office an alternate director appointed by him.

15.2 In these Articles, where the context so permits, the term "director" shall include an alternate director appointed by a director. A person may be appointed an alternate director by more than one director.

15.3 The appointment of an alternate director shall determine on the happening of any event which if he were a director would cause him to vacate such office or if the director of whom he is the alternate ceases to be a director.

**16 Attendance and Notice of Meetings**

16.1 An alternate director shall be entitled to receive notice of all meetings of the directors and of all meetings of committees of directors of which his appointor is a member, to attend and vote at such meetings at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his absence. An alternate director who is already a director of the Company in his own right, will also be a director (and may vote) in his own right.

- 16.2 A person signed by an alternate director need not also be signed by his appointor and, if it is signed by his appointor, it need not be signed by the alternate director in that capacity.

17. **Alternate Directors' Remuneration**

An alternate director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any fee in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the director appointing him as an alternate director may by notice in writing to the Company from time to time direct.

**Meetings and Proceedings of Directors**

18. **Proceedings of Directors**

Subject as provided in these Articles, the directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.

19. **Notice of Board Meetings**

- 19.1 A director may, and the secretary at the request of a director shall, call a meeting of directors.
- 19.2 A director whose registered address is not within Tanzania shall be entitled to have notices sent to him as if he were a director with a registered address within Tanzania.
- 19.3 Notice of a meeting of the directors shall be deemed to be properly given to a director if it is given to him personally or by word of mouth or sent in writing (including by e-mail) to him at his last known address or any other address given by him to the Company for this purpose, or by any other means authorized in writing by the director concerned.
- 19.4 A director may waive notice of any meeting either prospectively or retrospectively.
- 19.5 The parties will ensure that at least twenty one days' notice of a meeting of directors is given to all directors entitled to receive notice accompanied by:
- 19.5.1 an agenda specifying in reasonable detail the matters to be raised at the meeting; and
- 19.5.2 copies of any papers to be discussed at the meeting.
- 19.6 A shorter period of notice of a meeting of directors may be given if a majority of directors agree in writing.
- 19.7 Matters not on the agenda may not be raised at a meeting of directors, or business conducted in relation to those matters, unless all the directors agree in writing.

**20. Telephone Board Meetings**

The directors, any committee of the directors, shall be deemed to meet together if, being in separate locations, they are linked by conference telephone or other communication equipment which allows those participating to hear and speak to each other. Such a meeting shall be deemed to take place where the large group of those participating is assembled or, if there is no such group, where the chairman of the meeting is.

**Directors' Interest and Disclosure of Information**

**21. Directors' Interests**

A director who to his knowledge is in any way, whether directly or indirectly interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the directors in accordance with the Act. Subject, where applicable, to such disclosure, a director shall be entitled to vote in respect of any contract or proposed contract in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present.

**Notices and Time of Service**

**22. Notices**



22.1 A member whose registered address is not within Tanzania shall be entitled to have notices sent to him as if he were a member with a registered address within Tanzania. The last sentence of Regulations 5(1) shall not apply accordingly.

22.2 Any notice or other document may be served on or delivered to any member by the Company either personally, or by sending it by courier addressed to the member at his registered address or by fax to a number provided by the member for this purpose, or by leaving it at his registered address addressed to the member, or by any other means authorized in writing by the member concerned.

**23. Time of Service**

23.1 Any notice or other document if given personally or sent by courier, shall be deemed served when delivered; and if sent by fax, shall be deemed served when dispatched. In proving such service or delivery, it shall be sufficient to prove that the notice or document was delivered to the address given for notice, or, in the case of a fax, that such fax was duly dispatched to a current fax number of the addressee.

23.2 Any requirement in these Articles or in Table A for any notice, resolution or other document to be signed by or on behalf of any person shall be deemed satisfied where a notice, resolution or other document is received with the signature of the relevant person reproduced thereon by means of facsimile copy if such signature is confirmed by receipt of the notice, resolution or document bearing the original signature in manuscript within 14 days of receipt of the reproduction.

Names, Address and Descriptions of Subscribers	Number of Shares taken	Signature of Subscribers
1. Delina General Enterprises Ltd 19 Block A, Sinza. P.O.Box 16351, Dar Es Salaam	1500	
2. Davis E. Moshia Plot No. 562, Block A, Mikocheni A, P.O.Box 16351, Dar Es Salaam	1000	

Dated at Dar es Salaam this 16th day of September 2013

**WITNESS to the above signatures:**

Signature: 

Name: Hellen A. Mrema

Address: Box 7318 Asm.



Qualification: Advocate/Notary Public