

**MEMORANDUM**

**AND**

**ARTICLES OF ASSOCIATION**

**OF**

**SOTTA MINING CORPORATION LIMITED**

  
Certified as True Copy of the Original  
**Nancy Tarimo**  
Advocate, Notary Public & Commissioner  
for Oaths  
Sign: *Nancy Tarimo*  
Date: *19/9/24*

**Drawn By**  
**Onorius Njole**  
**Chief Parliamentary Draftsman**  
**P.O. Box 630**  
**DODOMA**

THE COMPANIES ACT,  
CAP. 212

MEMORANDUM OF ASSOCIATION  
OF

SOTTA MINING CORPORATION LIMITED

1. The name of the JOINT VENTURE COMPANY is **SOTTA MINING CORPORATION LIMITED**.
2. The registered office of the Company will be situated in the United Republic of Tanzania.
3. The purpose for which the Company is established is the transaction of any and all lawful business for which companies may be incorporated in the United Republic of Tanzania and the Company shall have powers, and the objects for which the Company is established shall include:
  - 3.1 the powers to carry on the business of a mining exploration and production, and to prospect, explore, search, develop, mine, process, treat, prepare for market, transport, market, and to acquire exploration and mining rights, licences or concessions in respect thereof;
  - 3.2 to carry on the business of mining under or upon any land and property to be acquired statutorily by the Company and to crush, wash, reduce or otherwise treat and render marketable and sell or dispose of the products of any agreed mines in the United Republic of Tanzania or export the same for sale at any foreign market;
  - 3.3 to prospect for minerals and gemstones, mining of minerals and gemstones, including carrying out operations directly or indirectly necessary or incidental thereto, and processing of minerals in the United Republic of Tanzania;
  - 3.4 to borrow or raise money in such manner as the Company shall think fit for the purpose of developing NGP;
  - 3.5 to enter into any arrangements with any governments or authorities, 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;

- 3.6 to pay out of the funds of the Company all expenses which the Company may lawfully incur 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 or other securities of the Company;
- 3.7 to lease any lands which may be acquired by the Company for building or agricultural use and to sell or otherwise dispose of the lands, mines or other property of the Company and to erect all necessary or convenient refineries, mills, machinery, laboratories, workshops, dwelling houses for workmen and other buildings, works and appliances and other premises for the processing, manufacture, sale, or storage of the aforesaid substances of the soil;
- 3.8 to purchase or otherwise acquire real or personal property of all kinds in the United Republic of Tanzania and elsewhere and in particular land, oil wells, refineries, mines, mining rights, minerals, ores, buildings, machinery, plant, stores, patents, licences, concessions, rights of way, light or water and any rights or privileges which may seem convenient to obtain for the purposes of or in connection with the business of the Company, and whether for the purpose of resale, realization or otherwise, and to manage, develop, sell, exchange, lease, mortgage or otherwise deal with the whole or any part of such property or rights;
- 3.9 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 Articles of Association of the Company or for any other purpose which may seem expedient and to oppose any proceedings or applications which may directly or indirectly prejudice the interests of the Company;
- 3.10 to carry on the business of a holding company with numerous subsidiaries for the purposes of carrying on and fulfilling the objects of the Company by performing all the objectives of the Company herein contained or any other objectives 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 objectives whatsoever;

- 3.11 to acquire any such shares, stock, debenture stock, bonds, notices, obligations, or securities by original subscription, contract, tender, purchase, exchange, underwriting, participation in syndicates or otherwise and whether or not fully paid up, and to subscribe for the same subject to such terms and conditions as may be thought fit;
- 3.12 to receive money on deposit or loan and borrow or raise money in such manner as the Company shall think fit, and in particular by issue of bonds, obligations, deposit notices, and otherwise howsoever and to underwrite any such issue, and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the Company, both present and future including its uncalled capital, and also by a similar mortgage charge or lien to secure and guarantee the performance by the Company or any other person or company of any obligation or any associated derivative or hedging transactions undertaken by the Company or any other person or company as the case may be;
- 3.13 to invest the money so raised and borrowed in, and to hold, sell and deal with the stock, shares, bonds, debentures, debenture stock, obligations, notices and securities of any government, state, company, corporation, municipal or local or other body or authority;
- 3.14 to erect or construct houses, buildings or works of every description on any land of the Company, or upon any other lands, or property and to pull down, rebuild, enlarge, alter or improve existing houses, buildings or works thereon, to convert and appropriate any such land into and for roads, streets, squares, gardens and pleasure grounds and other conveniences, and generally to deal with and improve the property of the Company;
- 3.15 to apply for, purchase, or otherwise acquire, protect and renew in any part of the world, any patents, trade marks, designs, licences, concessions and the like, conferring any exclusive, non-exclusive or limited right to their use or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or to indirectly benefit the Company and to use, exercise, develop or grant licences in respect of, or otherwise turn to account the property, rights, or information so acquired;
- 3.16 to amalgamate, enter into partnership or into any

arrangement for sharing profits, union of interest, co-operation, joint venture or reciprocal concession or for limiting competition with any person or company carrying on or engaged in, any business or transaction which the Company is authorized to carry on or engage in, or which can be carried on in conjunction therewith or which is capable of being conducted so as to directly or indirectly to benefit the Company; and

3.17 to do all such other things as the Company may deem to be incidental to or conducive to the attainment of all or any of the above objects.

4. The liability of the Members is limited.

For the avoidance of doubt, the objects of the Company are construed independently and they are not ancillary to each other.

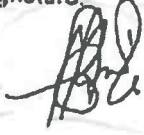

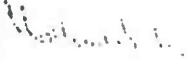

5. The authorised share capital of the Company as at the date of adoption of this memorandum of association is Tanzania shillings 1.5 trillion (TZS 1,500,000,000,000), divided into one billion five hundred million shares (1,500,000,000), shares of Tanzania shillings one thousand (TZS 1,000) each. The Company shall have the power to increase and reduce such capital and divide the original or any increased capital into several and to attach thereto any preferential deferred, qualified or other special rights, privileges, restrictions or conditions.

It is hereby declared that the word "Company" in this clause, except where used in reference to SOTTA MINING CORPORATION LIMITED, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporated, and whether domiciled in the United Republic of Tanzania or elsewhere, and the objects specified in each of the paragraphs of this clause shall be regarded as independent objects, and accordingly shall in no way be limited to or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph or the name of SOTTA MINING CORPORATION LIMITED.

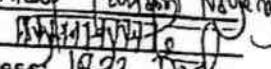
The Company shall by a resolution of members have the power to amend or modify any of the conditions contained in this Memorandum of Association.

We, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance

of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite to our respective names.

Names, Address and Descriptions of Subscribers	Number of Shares taken	Signature of Subscribers
<p><b>MIGONYA BENEKTO</b>  <b>TREASURY REGISTRAR</b>                      Treasury Square Building,                      18 Jakaya Kikwete Road,                      P.O Box 2802,                      40468 Dodoma.</p>	<p>8 Class B Shares                      (representing 16% of the total                      issued Equity Shares)</p>	<p>Signature:  </p>
<p><b>NYANZAGA MINING                      COMPANY LIMITED</b>                      Plot 114, Block W, Capri                      Point Area                      P.O. Box 434,                      Mwanza</p> 	<p>42 Class A Shares,                      representing 84% of the total                      issued Equity Shares</p>	<p>Director:                      Matthew                      Giles Yates                      Signature:                        Director:                      Michael John                      Everhard                      Klessens                      Signature:  </p>

Dated 06<sup>th</sup> day of December 2021

**Witness to the above signatures:**  
 Name: Thomas Paulus Nyegeye  
 Signature:   
 Postal Address: 1923, Dodoma  
 Qualification: Advocate/Notary Public/Commissioner for Oaths

**THE COMPANIES ACT, CAP.212**

**COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**  
**OF**  
**SOTTA MINING CORPORATION LIMITED**

**PRELIMINARIES**

1. The regulations contained in Table "A" in the First Schedule to the Act shall not apply to the Company. Disapplication of Table A of the Act
  
2. (1) In these Articles the following words have the following meanings: Interpretation
  - "**Act**" means the Companies Act, Cap. 212.
  - "**Articles**" means these Articles of Association as amended from time to time.
  - "**Assets**" means the assets of the Company remaining after payment of liabilities.
  - "**Available Profits**" means part of the profit of the Company after providing for any operating expenditure requirements, sustaining or investment capital, working capital, debt services and after deduction of any and all amounts required for the Company's reserves which are determined by the Board in accordance with Article 8 to be available to the Company for distribution to its Members (whether in cash or otherwise).
  - "**Board**" means the Board of Directors of the Company.
  - "**Business Day**" means any day other than a Saturday, Sunday or statutory holiday in which commercial banks in Tanzania, the United Kingdom and the Western Australia are open for commercial banking business during normal banking hours.
  - "**Capital Reserve**" has the meaning given in Article 108.
  - "**Class A Shareholder**" means a holder of Class A Shares.
  - "**Class A Shares**" means A ordinary shares of TZS 1,000 each in the capital of the Company (as at the date of adoption of these Articles being 42 in number).
  - "**Class B Shareholder**" means a holder of Class B Shares.
  - "**Class B Shares**" means non-dilutable Free Carried Interest Shares as described in the Act and the Regulations thereto and for the purpose of these Articles shall be divided into TZS 1,000 each in the capital of the Company (as at the date of adoption of these Articles being 8 in number).

- "Company"** means Sotta Mining Corporation Limited.
- "Director"** means a director for the time being of the Company.
- "Equity Shares"** means the Class A Shares and Class B Shares.
- "Framework Agreement"** means the Framework Agreement concluded between The Government of the United Republic of Tanzania and Nyanzaga Mining Company Limited in respect of establishment of the JVC for developing Nyanzaga Gold Project (NGP).
- "Government Shareholder"** means Treasury Registrar being an entity nominated by the Government of the United Republic of Tanzania to hold Class B Shares in the Company pursuant to Section 10 of the Mining Act, Cap. 123.
- "Group"** means a company and its subsidiaries, subsidiary undertakings and holding companies and the subsidiaries and subsidiary undertakings of any such holding company from time to time (as such terms are defined in the Act).
- "Member"** means a holder of Equity Shares in the Company.
- "Office"** means the registered office of the Company.
- "Paid Up"** means paid up or credited as paid up.
- "Proxy"** means a duly appointed proxy, including an attorney duly appointed under a power of attorney.
- "Proportionate Interest"** shall have the meaning as ascribed in the Shareholders' Agreement.
- "Secretary"** means any person appointed to perform the duties of the secretary of the Company and includes a temporary or assistant secretary.
- "Seal"** means the common seal of the Company.
- "Shareholders' Agreement"** means the written shareholders' agreement entered into between the holders of all shares of the Company establishing rights and restrictions over the governance and operations of the Company.
- "Special Resolution"** shall have the meaning as ascribed in the Act.
- "Tanzania"** means the United Republic of Tanzania.
- "TZS"** means Tanzania Shillings.
- "Writing"** means a written record, or a record by any other means including printing, lithography, electronic and any other mode of representing or reproducing words in visible form including facsimile messages, email messages, telegrams and radiograms.
- (2) Save as aforesaid, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.
- (3) The marginal notes are inserted for convenience only and shall not affect the construction of the Articles.
- (4) Words importing the singular number only shall include the plural and

the converse shall also apply.

(5) Words importing males shall include females.

### **PRIVATE COMPANY**

3. The Company is a private company and accordingly: Private  
Company
- (a) the Members of the Company (exclusive of persons who are in the employment of the Company) are 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;
  - (b) any invitation to the public to subscribe for any shares or debentures of the company is prohibited; and
  - (c) the Company shall not have power to issue share warrants to bearer.

### **SHARE CAPITAL**

4. Except as otherwise provided in these Articles, Class A Shares and Class B shares shall rank *pari passu* in all respects but shall constitute separate classes of shares. Share Capital
5. (1) The Board as it deems fit is authorised to exercise all powers of the Company to issue Class A Shares in accordance with the laws. Such Class A Shares shall be deemed to represent 84 percent of the Equity Shares. Class A and B  
Shares
- (2) The Class B Shares may only be issued to, held by or transferred to the Government Shareholder and regardless of the number of Class B Shares in issue, the Class B Shares shall be deemed to represent 16 percent of the Equity Shares.
6. Only an amendment to or removal of any of Articles 4 to 9 (including the creation or issue of a new class of shares), and Article 73 shall be deemed to be a variation, modification or abrogation of the rights attaching to the Class B Shares. Therefore, any amendment to the said Articles shall only be done after the consent or sanction of the Government or Shareholder of Class B shares. Variation of  
rights

### **DIVIDENDS AND DISTRIBUTIONS**

7. The Company's Available Profits will be applied as decided by the Board in accordance with Article 8. Profit  
Distribution
8. Any Available Profits which the Board may determine to distribute and Available profit  
distribution

pay will be distributed among and paid to the holders of the Equity Shares in accordance with their Proportionate Interest and in accordance with Articles 96 to 109.

### LIQUIDATION

9. On a distribution of assets on a winding-up or liquidation of the Company, the Assets shall be applied (to the extent that the Company is lawfully permitted to do so) in paying to each holder of the Class A Shares and Class B Shares the amount thereof in accordance with their respective Proportionate Interest.
- Priority on liquidation or winding up

### LOANS BY THE COMPANY

10. No part of the funds of the Company shall be employed in the purchase by the Company of, or in loans given by the Company 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

11. 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 varied, modified or abrogated except with such consent or sanction as is provided in accordance with Articles 5 and 12) 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 Shareholders Agreement, 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
12. If prescribed by applicable laws and regulations, and without prejudice to the rights stated hereinabove, the holder of Class B Shares shall have the following rights:
- Rights of Class B
- (a) actual ownership of the non - dilutable Free Carried Interest shares from the start;
  - (b) receiving its Proportionate shares of any distribution made by the Company;
  - (c) receiving a proportionate share(s) from any repayment of equity;
  - (d) receiving a proportionate share from any repayment of shareholder's loan; and
  - (e) receiving a proportionate share from any repayment of third-party

loan.

### **MODIFICATION OF RIGHTS**

13. 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, be varied, modified or abrogated, either with the consent in writing of the holders of three quarters of the issued shares of the class, or with the sanction of a Special Resolution passed at a separate general meeting of such holders (but not otherwise), and may be so varied, modified or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up. To every such separate general meeting all the provisions of these Articles relating to a general meetings of the Company or to the proceedings thereat, shall *mutatis mutandis* apply, except that the necessary quorum shall be one person at least holding or representing by Proxy one-half in nominal amount of the issued shares of the class (but so that if at any adjourned meeting of such holders a quorum as above defined is not present, any Member who is present shall be a quorum), and that the holders of shares of the class shall, on a poll, have one vote in respect of every share of the class held by them respectively.
- How rights of shares may be modified

### **PRE-EMPTION RIGHTS ON NEW ISSUE**

14. Unless otherwise agreed by Special Resolution of the holders of Class A Shares, if the Company proposes to allot any Class A Shares, those Class A Shares shall not be allotted to any person unless the Company has first offered them to all the holders of Class A Shares, on the same terms, and at the same price. The offer:
- (a) shall be in writing and give details of the number and subscription price of the shares; and
  - (b) may stipulate that any Member who wishes to subscribe for a number of shares in excess of the proportion to which each is entitled shall, in its acceptance, state the number of excess relevant securities for which they wish to subscribe.
15. The Proportionate Interest of the holder(s) of Class B Shares shall not be affected by the allotment of further Class A Shares after the date of adoption of these Articles.
- Pre-emption rights
- Protection of Proportionate Interest

### **POWER TO ALLOT**

16. The Board is authorised 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
- Power to allot shares

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 these Articles or such other amount as may from time to time be authorised by the Company in general meeting. The authority conferred on the Board by this Article shall remain in force for a period of five years from the date of adoption of these Articles but may be revoked, varied or renewed from time to time by the Company in general meeting in accordance with the Act.

17. The Company may exercise the powers of paying commissions conferred by section 56 of the Act. Subject to the provisions of the Act, such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. Power to pay commission and brokerage
18. 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 interest in any share or any interest in any fractional part of a share or (except as otherwise provided by the Articles or by law) any other rights or interests in respect of any share except an absolute right to the entirety thereof in the registered holder. Shares held on trust

### **CERTIFICATES**

19. Every person whose name is entered as a member in the Register of Members 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 his shares of any one class or several certificates each for one or more of his shares upon payment of such sum, as the Board shall from time to time determine. Every certificate shall be issued under the Seal. The certificate shall specify the shares or securities to which it relates and the amount Paid Up thereon. Provided that the Company shall not be bound to register more than three persons as the joint holders of any shares (except in the case of executors of trustees of a deceased Member), and, in case of a share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate therefore, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders. The requirement for payment of any sum under this provision shall not apply to a holder of Class B Shares. Issue of Certificates

20. If a share certificate be worn out, defaced, lost or destroyed, it may be renewed on payment of such fee (if any) and on such terms (if any) as to evidence, indemnity and the payment of out-of-pocket expenses of the Company for investigating evidence, as the Board thinks fit. Renewal of Certificates

### LIEN

21. The Company shall have a first and paramount lien on every 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 (other than 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 of the same shall have actually arrived or not and notwithstanding that the same are joint debts or liabilities of such Member or his estate and any other person, whether a Member of the Company or not. The Company's lien (if any) on a share shall extend to all dividends payable thereon but the Board may at any time declare any share to be exempt wholly or partially from the provisions of this Article. Company's lien
22. Notwithstanding Article 21, and despite any other provision of these Articles, the Company will not have a lien on any share which is the subject of a mortgage, charge or other security granted by a member in favour of any other person, unless expressly agreed by that person. Provided that the other member of the Company is notified prior to such mortgage arrangement to ensure that mortgage does not create liability to the other member of the Company.
23. The Company may sell, in such manner as the Board thinks 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 Board may authorize some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares 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 Sale of shares subject to lien

the sale.

24. 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

#### **RESTRICTIONS ON TRANSFERS**

25. No share may be transferred unless the transfer is made in accordance with these Articles. The Class A Shares shall be freely transferable. No Class B Shares (or any interest in Class B Shares) may be transferred, sold, assigned, pledged, charged, varied, modified, abrogated, mortgaged or otherwise disposed of.
- Restrictions on Transfers

#### **BOARD'S RIGHT TO REFUSE REGISTRATION**

26. The Board shall forthwith register any duly stamped transfer made in accordance with these Articles, but otherwise may in their absolute discretion and without assigning any reason thereof refuse to register any transfer of shares (not being fully-paid shares) which is not made in accordance with these Articles or is made to a person of whom they do not approve, or which is of a share on which the Company has a lien.
- Refusal to register transfer
27. The Board may, subject to compliance with the requirements of the Act as to advertisement, suspend the registration of transfers at such time and for such periods as they may from time to time determine, but so that such registration shall not be suspended for more than 30 days in any year.
- Suspension of registration
28. All instruments of transfer which shall be registered shall be retained by the Company but any instrument of transfer which the Board may decline to register in accordance with Article 30 shall on demand be returned to the person depositing it with the Company.
- Instrument of Transfer
29. Despite any other provision of the Articles, Articles 26 and 27 shall not apply to any transfer of shares, and the Board must register any transfer of shares and must not suspend registration of a transfer of such shares, in each case where the transferor or transferee is a person entitled to the benefit of any mortgage, charge or other security granted in respect of those shares or any receiver, receiver and manager, agent or attorney appointed under that security, or any person who has purchased or acquired those shares as a result of the exercise of a person's rights

under that security.

30. The Board may decline to recognise any instrument of transfer unless: Recognition of instrument of transfer
- (a) such reasonable fee, as the Board may from time to time require, is paid to the Company in respect thereof; and
  - (b) the instrument of transfer is deposited at the Company's registered office or such other place as the Board may appoint, accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer.

#### INCREASE OF CAPITAL

31. 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
32. All new shares shall be subject to the provisions of these Articles with reference to payment of calls, lien, transfer, transmission, and forfeiture and otherwise and, unless otherwise provided in accordance with the powers contained in these Articles or the Shareholders' Agreement, shall be Equity Shares. Right and liabilities attached to new shares

#### ALTERATION OF CAPITAL

33. Subject to the provisions of the Act, Article 6 and the Shareholders' Agreement, the Company may by ordinary resolution: Alteration of Capital and power to consolidate, shares, sub-divide shares
- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing 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; and
  - (c) sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the Company's 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.

34. Subject to Article 6 and the Shareholders' Agreement, the Company may by Special Resolution 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

### **GENERAL MEETINGS**

35. A general meeting shall be held as the annual general meeting once in every year (the "**Annual General Meeting**"), 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 Board. All general meetings other than Annual General Meetings shall be called "**extraordinary meetings**". Annual General Meeting

36. The Board may by resolution call an extraordinary meeting whenever they think fit or such a meeting may be called by any Member who owns not less than 15 percent of the outstanding Equity Shares entitled to vote at such meeting and shall, on requisition in accordance with the Act, proceed to convene an extraordinary meeting as required by the Act. In the case of an extraordinary 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. A resolution in writing, signed by all the Members for the time being entitled to vote thereat, shall be effective as a resolution passed at a meeting of Members duly convened and held, and may consist of several documents in the like form, each signed by one or more of such Members. Extraordinary General Meetings

### **NOTICE OF GENERAL MEETINGS**

37. All meetings of Members shall be called by twenty-one calendar 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, the day, and the hour of meeting, any special business which will be transacted at the meeting, the general nature of any other business (and in the case of a meeting convened for passing a Special Resolution, the intention to propose such resolution as a Special Resolution). Notice of the meeting must be Notice of General Meetings

given to all Members of the class or classes that are entitled to vote. Notwithstanding the foregoing, all the Members may, by an instrument in writing delivered before or after the meeting or by participation at the meeting, waive notice of any meeting of the Members, in which event any such meeting shall be considered to be duly constituted notwithstanding the absence of notice in respect thereof.

38. A deliberate absence of a Member to the meeting shall not invalidate the proceedings at any general meeting. It shall not be construed as a deliberate absence to a meeting if it is proved that a member did not receive such notice. Absence of a Member

### PROCEEDINGS AT GENERAL MEETINGS

39. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all business that is transacted at an Annual General Meeting, with the exception of declaring any dividend recommended by the Board, the reading and consideration of the accounts and balance sheet and the ordinary reports of the Board 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, and the fixing of the remuneration of the auditors and the voting of remuneration or extra remuneration to the Directors. Proceedings at General Meeting
40. Any person entitled to be present and vote at a general meeting may submit to the Board any resolution or amendment of the agenda to the meeting, provided that at least five and not more than fourteen clear days before the day for which notice is to be given for the meeting he shall have served upon the Company a notice in writing signed by him, containing the proposed resolution or amendment of the agenda and stating his intention to submit the same. Notice of resolutions and amendments of Agenda
41. Upon receipt of any notice served in accordance with Article 40 mentioned, and following determination by the Board that such resolution or amendment of the agenda shall be put to the general meeting the Secretary shall include in the notice of the general meeting that such resolution or amendments of the agenda will be proposed. Any resolution or amendment of the agenda 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. Notice of proposed amendments of Agenda
42. Subject to Article 43, the quorum at any general meeting of the Quorum

Company shall be two Members present and representing, in person or by Proxy. No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on. Provided that in establishing a quorum one member who is a shareholder of Class A shares and one member who is a shareholder of Class B shares must be present.

43. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of the Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week (or, if that day is not a Business Day, the next following Business Day) at the same time and place. Quorum at any such adjourned meeting shall be the number of Members present in person or by Proxy at such adjourned meeting. Only those items included on the agenda for the original meeting may be acted upon at such a rescheduled meeting, but any matters may be considered with the consent of all Members at an adjourned meeting. Adjournment if quorum not present
44. 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 is not present within fifteen minutes after the time appointed for holding the meeting, or be unwilling to act as Chairman, those Members present shall choose another Director to act as Chairman (in accordance with their voting rights) or if no Director be present, or if all the Directors present decline to take the chair, the meeting shall be adjourned. Chairman and Election of Chairman
45. The Chairman may with the consent of any general 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. Adjournment and Notice of adjournments
46. 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 one Member present in person or by Proxy and entitled to vote, or by a Member or Members entitled either by reason of Method of Voting and demand of poll vote

their own holding or as representatives with 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.

47. 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. Votes counted in error
48. If a poll is duly 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 scrutineers 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. How poll to be taken
49. 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 is not entitled to a second or casting vote. No casting vote
50. 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 taken immediately. Time for taking a poll
51. 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. Continuance of business after demand a poll

### **VOTES OF MEMBERS**

52. Subject to any special rights or restrictions as to voting attached by or in accordance with these Articles to any class of shares, on a show of hands and on a poll every Member who is present in person or by Proxy shall have one vote for every share of which he is the holder. All Voting rights of Members

questions proposed for consideration by the Members at a meeting shall be determined, and all resolutions, in order to be effective, shall be passed by shareholders holding at least a majority of the issued Equity Shares, other than any business which is required under the Act to be passed by Special Resolution.

- |     |  |   |
|-----|--|---|
| 53. | 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 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.   | Voting rights of joint holders          |
| 54. | No Member shall, unless the Board otherwise determines, 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 |
| 55. | 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                              |
| 56. | Any corporation which is a Member of the Company may, by resolution of its directors or other governing body, authorise 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                   |
| 57. | The instrument appointing a Proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or if the appointor is a corporation either under the common seal or under the hand of an officer or attorney so authorised.  | Execution of proxies                    |
| 58. | The instrument appointing a Proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, shall be deposited at the Company's registered office not less than twenty-four hours before the time appointed for holding the meeting or adjourned meeting, or in the case of a poll not less than twenty-four hours before the time appointed for the taking of                                    | Deposit of proxies                      |

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. The depositing of such instrument of proxy may be effected in any manner set out in these Articles, including email.

59. An instrument of proxy may be in the usual common form or in such other form as the Board 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 specifically 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
60. 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 Company's registered 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

### DIRECTORS

61. The number of Directors shall be seven (7). The Directors shall be nominated by the Members in accordance with the Shareholders' Agreement where the Government Shareholder shall at all times be entitled to appoint at least two (2) Directors for as long as it holds Equity Shares. Number of directors
62. No shareholding qualification for Directors shall be required. Shareholding qualification
63. The Directors shall be paid by the company in such amounts as determined by shareholders of the company. Remuneration of Directors
64. The office of a Director shall be deemed vacant in any of the following events, namely if he: Vacation of office of Directors
- (a) (not being an executive director holding office as such for a fixed term) resigns his office by writing under his hand left at the Company's registered office;
  - (b) has a receiving order made against him or compounds with his creditors;
  - (c) becomes of unsound mind;

- (d) has been absent from meetings of the Directors for three consecutive meetings without permission of the Board and consequently, the Board have resolved that by reason of such absence, his office is vacant;
- (e) runs for, or becomes a member of Parliament;
- (f) becomes a Minister in the Cabinet of Tanzania;
- (g) becomes a member of the Tanzania Mining Commission;
- (h) is removed from office pursuant to Article 70; or
- (i) ceases to be a director by virtue of any provision of the Act or becomes prohibited by law from being a director.

65. A Director, notwithstanding his office:

- (a) may be a party to or otherwise be interested in any transaction or arrangement with any member of the Company's Group or with the Company's holding company;
- (b) may not hold any other office or place of profit under the Company and may not act in a professional capacity for the Company in conjunction with his office of director;
- (c) (or an intending Director) shall not 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; and
- (d) 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;
- (e) shall not be liable to account to the Company for any profit realised by any contract or arrangement referred to in (a) to (d) above by reason of such Director holding that office, or of the fiduciary relating thereby established

Holding of  
concurrent  
office

Provided that, with the exception of interests in (a) above, the nature of the interest of the Director in such contract or proposed contract or arrangement be declared at the first meeting of the Board Directors at which the director attends or 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. A Director shall not vote in respect of any contract or arrangement in which he is interested and be counted in ascertaining whether a quorum is present. Provided that a director shall not be excluded from voting or ascertaining whether a quorum is present where such interest only arises by virtue of that person being a director, officer or employee of the Company, a related body corporate of the Company or any of its members or a body corporate in which the Company is interested, except that of auditor.

66. A Director shall be deemed to have disclosed the nature and extent of an interest which consists of him being a director, officer or employee of

Deemed  
Disclosure of

- any body corporate in which the Company is interested. Interest
67. Subject to the Shareholders' Agreement, Class A Shareholder shall recommend to the Government from amongst the Directors of the Company a chairman of the Board and on receipt of the recommendation the Government shall upon satisfaction of the recommendation of the Class A Shareholder and without unreasonable delay, approve the appointment, with such approval not to be unreasonably withheld. The Chairman shall, subject to Article 80 and the Shareholders' Agreement, be appointed as, and hold all of the ordinary powers of, a director and hold office for the term of three (3) years with a possibility of renewal of one more term. Appointment of Chairman
68. Subject to any provisions to the contrary contained in the Act or in these Articles, the Board may entrust to and confer upon the Chairman or any Director any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any such powers. Delegation of powers
69. Subject to the Shareholders Agreement, and Article 79 of these Articles, the Board shall, after consultation with the member whose representation has fallen vacant, have the power at any time, and from time to time, to appoint any person to be a Director, to fill a casual vacancy for a term which shall expire at the next General Meeting of the Company but so that the total number of Directors shall not at any time exceed the maximum number fixed by or in accordance with these Articles. Members' Power to Appoint Director
70. Subject to the Shareholders Agreement, the Members may by an ordinary resolution remove any Director before the expiration of his period of office, and may appoint another person in his stead. Removal of Directors

#### **POWERS OF THE BOARD**

71. The business of the Company shall be managed by the Board, who may exercise all such powers of the Company as are not prohibited by the Act, by these presents or by the Shareholders' Agreement required to be exercised by the Company in the general meeting or otherwise by the Members, 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 Board which would have Management by the Board

been valid if such regulation had not been made. The general powers given by this Article shall not be limited to or restricted by any special authority or power given to the Board by any other Article. In the exercise of its powers the Board may have regard to the interest of the Company's holding company in accordance with section 182 of the Act.

72. The Board may subject to approval 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. Use of branch
73. The Board may from time to time and at any time by power of attorney under the Seal appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board 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 Board may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretion vested in him. Appointment of Attorney
74. 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 Board. Use of seal abroad
75. The Company, or the Board on behalf of the Company, may cause to be kept in the United Republic of Tanzania in which the Company transacts business, a Branch Register or Registers of Members resident there and the Board 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. Branch Register
76. The Board may raise or borrow for the purposes of the Company's Borrowing

business such sum or sums of money as they may in their absolute discretion think fit and in accordance with Shareholders Agreement. The Board 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 Board may think expedient. Provided that the raised or borrowed sum for the purpose of the company's business under this Article shall not attract liabilities on the party of shareholder of Class B Shares.

powers

77. Subject to the provisions of Article 65 of these Articles, 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, in which this Company may be interested as Member or otherwise or any holding company of this Company, 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 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.
78. 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 Board shall from time to time by resolution determine.

Right to be member of other company

Signature of cheques and bills

### **DIRECTORS RESOLUTIONS**

79. Notwithstanding the composition of the Board, at any meeting of the Board at which the quorum is present, the aggregate voting power of the Directors of the Company nominated by a Member and present at the meeting shall be equal to such Member's Proportionate Interest, divided equally among such Directors. All questions proposed for consideration by Directors at a meeting of the Board shall be determined, and all resolutions, in order to be effective, shall be passed, by Directors

Directors Resolutions

nominated by the Members holding at least a majority of the issued and outstanding Equity Shares.

80. The Chairman shall not be entitled to a second or casting vote.

No Casting  
Vote for  
Chairman

### **BOARD MEETINGS**

81. The continuing Directors may act notwithstanding any vacancies in the Board, but if and so long as the number of Directors is reduced so that there is not at least one Director appointed by the Class A Shareholder(s) and one Director appointed by the Class B Shareholder, 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, provided that if a Class A Shareholder or a Class B Shareholder has not appointed a Director to fill a vacancy for a period of at least 30 Business Days, the continuing Directors may act for any purpose despite any remaining vacancy in the Board. If there are no Directors or Director able or willing to act, then any Member may summon a general meeting of Members for the purpose of appointing Directors.

Proceedings in  
case of  
vacancies

82. In the absence of the Chairman, the chairman of the meeting of the Board shall be the person chosen by the Directors who are present at the meeting in accordance with their respective voting rights.

Chairman

83. The Board will meet four times annually on quarterly base and at such other times as considered necessary or advisable. Any director nominated by a Shareholder holding at least a 15 percent Proportionate Interest may upon consultation with the Chairman propose for a meeting of the Board on not less than 15 days' written notice given to all other directors, which written notice shall set out the matters to be raised at the meeting, provided that all the directors may, by an instrument in writing delivered before or after the meeting or by participating at the meeting, waive notice of any meeting of directors, in which event any such meeting shall be considered to be duly constituted notwithstanding the absence of notice in respect thereof.

Meeting of  
the Board

84. A resolution in writing, signed by all the Directors for the time being, shall be effective as a resolution passed at a meeting of the Board duly convened and held, and may consist of several documents in the like form, each signed by one or more of the Directors.

Resolutions in  
writing

85. Subject to Article 86, the quorum for Board meetings shall be five (5)

Video

- directors (provided that at least one director shall be the appointee of the Government Shareholder), present in person or by means of a video conference or other communications equipment as permits all persons participating in the meeting to communicate with each other simultaneously and instantaneously. Conference board meetings
86. A person who holds office only as an alternate Director shall, if his appointor is not present, be counted in the quorum reflecting the designation of his appointor. No business shall be transacted at any meeting of the Board unless a quorum is present at the commencement of the meeting and also when that business is voted on. If a quorum is not present within thirty minutes of the time for the relevant meeting as set out in the notice of meeting then the Director(s) present shall resolve to adjourn that meeting to the same day in the immediately following week (or, if that day is not a Business Day, the next following Business Day) at the same place and time. Quorum at such adjourned meeting shall be the number of Directors present at such adjourned meeting either in person or by means of communication referred to in Article 85. Only those items included on the agenda for the original meeting may be acted upon at such a rescheduled meeting, but any matters may be considered with the consent of all Directors at an adjourned Board meeting. Quorum to reflect appointor
87. A meeting of the Board 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 Board. Powers of properly constituted meeting
88. For the purpose of discharging its functions under these Articles and other related agreements, the Board may form committees consisting of two or more members. The committees shall be composed of members appointed from amongst the Directors provided that the composition of such committees shall at all time have representation of all classes of shares. Board Committees
89. Without prejudice and in addition to the provisions of Articles 71 and 72, the Board may delegate any of their powers to committees. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations or rules that may be imposed on them by the Board. Board's Power to Delegate
90. The meetings and proceedings of any such committee, consisting of two or more members, shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Board, so far as the Proceedings at committee meetings

same are applicable and are not superseded by any regulations or rules made by the Board under Article 89.

91. All acts done by any meeting of the Board, or of a committee of the Board, 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 DIRECTORS**

92. Each Shareholder shall appoint an alternate person for each Director who represents such shareholder in the Board by providing notice of the same to the Company. The appointed alternate may act in place of the substantive Director at any meeting of the Board at which such Director is not present or in connection with any actions to be taken by the Board or by any Director individually in the absence of such Director.
- Provisions for appointing and removing alternate Directors

#### **MINUTES**

93. The Board shall cause proper minutes to be made in books to be provided for the purpose of all appointments of officers made by the Board, of the proceedings of all meetings of the Board and committees of the Board and of the attendances 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 Board 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

#### **THE SEAL**

94. 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 the Secretary or some other person approved by the Board, both of whom shall sign every instrument to which the Seal is so affixed in their presence.
- Formalities for affixing Seal

#### **AUTHENTICATION OF DOCUMENTS**

95. Any Director or the Secretary or any person appointed by the Board for the purpose shall have power to authenticate any documents affecting the constitution of the Company (including the Memorandum and Articles of Association) and any resolutions passed by the Company or the
- Power to authenticate documents

Board, and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts, and where any books, records, documents or accounts are elsewhere than at the Company's registered office, the local manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the Board.

### DIVIDENDS

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|------|---|--|
| 96.  | Subject to any special rights as to dividend attached to any new class of shares in accordance with these Articles (including Article 11), 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 a general meeting shall be apportioned and paid to the Members according to Articles 7 and 8. | Payment of dividends                                     |
| 97.  | Subject to the Shareholders' Agreement, the Company shall pay a dividend to the Shareholders (in their Proportionate Interests) in each year the Board declares that the Company has Available Profits and the Board has declared a dividend to be payable out of such Available Profits of the Company.  | Payment of Dividend to the shareholders                  |
| 98.  | No dividend shall be payable except out of the profits of the Company.  | Dividends payable only out of profits                    |
| 99.  | 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 in any one or more of such ways.  | Payment of Dividend                                      |
| 100. | If and so far as in the opinion of the Board the profits of the Company justify such payments, the Board 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                             |
| 101. | No unpaid dividend, bonus or interest shall bear interest as against the Company.   | No interest on unpaid dividends                          |
| 102. | The Board 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.   | Dividends not to bear interest<br>Retention of dividends |

103. The payment by the Board of any unclaimed dividend into an unclaimed dividend 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
104. 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

105. The Board 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 Board 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 and machinery of the Company or for special dividends or bonuses or for equalising 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 Board thinks fit. Carry profit to reserve
106. The Board 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, provided that the Shareholders are consulted. Division of reserve into special funds
107. Subject to Article 109, the Board may also without placing the same to reserve carry forward any profits which they may think it not prudent to divide. Power to carry forward profits
108. The Board 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 for the repayment, liquidation or establishment of any debt or other liability or for such other purposes as the Board 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 Power to establish capital reserve

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.

### **CAPITALIZATION OF PROFITS AND RESERVES**

109. The Company in a general meeting may, upon the recommendation of the Board resolve that it is desirable to capitalise 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 Board be authorised and directed to appropriate the profits resolved to be capitalised 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 capitalised, 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 amounts equal to such profits, such shares, debentures or securities to be allotted, distributed and 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 capitalise profits

### **ACCOUNTS**

110. The Board shall cause proper books of account to be kept with respect to:
- Board to keep proper accounts
- (a) all sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure takes place;
  - (b) all sales and purchases of goods by the Company; and
  - (c) the assets and liabilities of the Company.
111. The books of account shall be kept at the Office or at such other place as the Board thinks fit, and shall always be open to the inspection of the Directors. Except as set out in the Shareholders Agreement, no Member (other than a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by the Act or authorised by the Directors or by the Company in a general meeting.
- Inspection of books
112. The Board shall at least once in every year lay before the Company in a 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
- Submission of balance sheets and profits and loss account

to a date not more than six months before the meeting and duly approved by the Board prior to the meeting.

113. Every such balance sheet as aforesaid shall be signed on behalf of the Board and must be signed by two of the Directors one of whom shall be representing Class B Shareholder who shall forthwith do so within 10 days from the date of receiving such balance sheet, and shall have attached to it a report of the Board 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 on balance sheets

#### **AUDIT**

114. 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
115. 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 may not be auditors

#### **NOTICES**

116. All notices shall be served to members of the Company through their registered addresses.
- Service of Notices
117. Any notice or other document may be served on or delivered to any Member by the Company either personally, or by sending it by pre-paid registered post (air mail in the case of an address for service outside the United Republic of Tanzania) addressed to the Member at his registered address, by fax or email to a number or address provided by the Member for this purpose, or by leaving it at his registered address, addressed to the Member, or by any other means authorised in writing by the Member concerned.
- Process of Service

#### **TIME OF SERVICE**

118. Except as otherwise contemplated by the Shareholders Agreement, (i) any notice or other document if given personally, shall be deemed served when delivered; if sent by registered post, shall be deemed to
- Time of Service

have been served or delivered 48 hours after posting to an address in the United Republic of Tanzania or five days after posting to an address outside the United Republic of Tanzania; and if sent by fax or email, it shall be deemed served when dispatched; and (ii) 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 properly addressed, stamped and put in the post or, in the case of a fax or email, that such fax or email was duly dispatched to a current fax number or email address of the addressee.

119. Any requirement in these Articles 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 telex print out or 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.

Signing of  
Notice

#### **WINDING-UP**

120. If the Company shall be wound up (whether the liquidation is voluntary, under supervision, or by the 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 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 of property and may determine how such division shall be carried out as between the Members or different classes of Members, provided always that such division shall be consistent and in accordance with Articles 8, 9 and 12. The liquidator may, with the 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.

Provisions  
relating to  
liquidation

#### **SECRETARY**

121. There shall be a Secretary of the Company who shall be appointed by the Board from amongst qualified Tanzanians as prescribed by the Board of Directors and who shall serve in that capacity as Secretary at such terms, remuneration and upon such conditions as the Board may think fit; and any Secretary so appointed may be removed by the Board.

Appointment of  
Secretary

**PARAMOUNTCY**

122. In the event of any conflict or inconsistency between the provisions of these Articles and the terms of the Shareholders Agreement in effect at the relevant time, the provisions of the Shareholders Agreement shall prevail to the extent not inconsistent with applicable law.

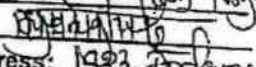
Paramountcy of  
Shareholders  
Agreement

Names, Address and Descriptions of Subscribers	Number of Shares taken	Signature of Subscribers
<p><b>MIGONYA BENEDIKTO</b> TREASURY REGISTRAR</p> <p>Treasury Square Building, 18 Jakaya Kikwete Road, P.O Box 2802, 40468 Dodoma.</p>	8	<p>Signature:</p> 
<p>NYANZAGA MINING COMPANY LIMITED</p> <p>Plot 114, Block W, Capri Point Area P.O. Box 434, Mwanza</p> 	42	<p>Director: Matthew Giles Yates</p> <p>Signature:</p>  <p>Director: Michael John Everhard Klessens</p> <p>Signature:</p> 

Dated this 06<sup>th</sup> day of December

Witness to the above signatures:

Name: Thomas Partson Njengwa

Signature: 

Postal Address: 1923 Dodoma

Qualification: Advocate/Notary Public/Commissioner for Oaths

