

**THE COMPANIES ACT NO.12 OF 2002
COMPANY LIMITED BY SHARE**

**MEMORANDUM OF ASSOCIATION
&
ARTICLE OF ASSOCIATION
OF**

RASHAL ENERGIES LIMITED

Incorporated this..... day of 2023

DRAWN BY:-

**ENDOXA LAW
15 TUNISIA ROAD
ADA ESTATE
P.O.BOX 72899
DAR ES SALAAM**

THE COMPANIES ACT NO. 12 OF 2002
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF
RASHAL ENERGIES LIMITED

1. The name of the company is “RASHAL ENERGIES LIMITED”
2. The registered office of the company will be situated in Tanzania.
3. The objects for which the Company is established are:-

Main objects of the Company

- (a) To carry on the business of providing all types of energy solutions within Tanzania.
- (b) To carry on the business of transportation, distribution, marketing and sale of compressed natural gas for usage in retail and commercial vehicles and for usage by various businesses.
- (c) To carry on the business of transportation, distribution, marketing and sale of compressed natural gas through pipelines and for this purpose to plan, design, construct and/or lease pipelines and other related facilities and systems for transportation, distribution and sale of compressed natural gas
- (d) To act as dealers, transporters, distributors, marketers and sellers of liquefied petroleum gas in cylinders for domestic usage for cooking and all matters connected therein.
- (e) To act as distributors, importers and exporters of liquefied petroleum gas, and to trade and generally deal in liquefied petroleum gas.
- (f) To carry on the business of distribution and sale of electric charging units and related products for electric vehicles.
- (g) To carry on the business of supplying, distributing and dealing in solar charging units.

Auxiliary objects of the Company

- (h) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or

arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

- (i) To enter into partnership or into any arrangement for sharing profits, union of interests, cooperation, joint venture, reciprocal concessions, or otherwise with any person, firm or company carrying on or engaged in or about to carry on or engaged in any business or undertaking/transaction which this Company is authorised to carry on, or engage in any business or undertaking or transaction which may seem capable of being carried on or conducted so as directly or indirectly to benefit the Company and to lend money, to guarantee the contracts of or otherwise acquire and hold shares or securities of any such person, firm or company and to sell, re-issue with or without guarantee or otherwise deal with the same.
- (j) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (k) To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and surety ships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).
- (l) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- (m) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (n) To open account or accounts with any individual, firm or company or with any bank or banks and to pay into and to withdraw moneys from such account or accounts.




- (o) To remunerate (by cash or otherwise or in kind or by allotment of fully or partly paid share or shares credited as fully or partly paid up in any other manner) any persons, firms, associations or companies for services rendered, granting licences or permission for the use of intellectual property rights or for subscribing or agreeing to subscribe or agreeing to procure subscriptions for any shares, debentures or debenture stock or other securities of the Company or any company promoted by this Company for services rendered in or about the formation, promotion of the Company or any Company promoted by this Company or about the conduct of the business of this Company for guaranteeing payment of such debenture stock or other securities and any interest thereon.
- (p) To pay all the costs, charge and expenses of and incidental to the promotion and formation, registration and establishment of the Company and the issue of its capital including costs, charges, expenses of negotiations and contracts and arrangements made prior to and in anticipation of the formation and incorporation of the Company.
- (q) To do all such other things as are incidental or conducive to the attainment of the above objects which are permissible under the applicable laws.

The objects set forth in any sub-clause shall not, except when the context expressly requires, be in any way be limited or restricted by reference to or inference from the terms of any sub-clause or by the name of the company. None of such sub-clause or other objects therein specified or the power thereby conferred shall be deemed subsidiary or auxiliary merely to the objects mentioned in the first sub-clause of this clause, but the company shall have full power to exercise all or any part of the word 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.

AND it is hereby declared that the word "COMPANY" in this clause, except where used in reference to this company, shall be deemed to include any partnerships or other body or persons, whether incorporated or not and whether domiciled in 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 independent main objects and shall in no way be limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.


- 4. The liability of the members is limited.
- 5. The initial share capital is TZS 200,000,000 divided into 20,000 shares of TZS. 10,000 each and the company shall have the power to divide the original or any increased capital into several classes, and to attach thereto any preferential, deferred, qualified or other special rights, privileges, restrictions or conditions.

WE, the several persons whose names and addresses are subscribed are desirous of being formed into a company in pursuance of this Memorandum of Association, and respectively agree to take the number of shares in the capital of the company set out below our names.

NAMES, POST ADDRESS AND DESCRIPTION OF SUBSCRIBERS	NUMBER OF SHARES	SIGNATURES
RASHAL ENERGIES INC 8 THE GREEN, SUITE A CITY OF DOVER KENT, DELAWARE 19901	12000	Name: <u>Abshor Farah</u> Position: Director  Name: <u>Fahima Hersi Warsame</u> Position: Director 
FARHIYA HERSI WARSAME UPANGA, ILALA, CBD P. O. BOX 4660 DAR ES SALAAM	4000	



Dated at Dar Es Salaam this ^{25th} day of August 2023

WITNESSES, to the above Signatures:
 NAME:- DOREEN ALTEMILUS BANDA
 SIGNATURE: 
 ADDRESS:- 12388 DAR-ES-SALAAM
 QUALIFICATION:- Notary public



THE COMPANIES ACT, CAP 212

(ACT NO.12 OF 2002)

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

RASHAL ENERGIES LIMITED

TABLE A

1. The regulations contained in Table "A" in the first schedule to the Companies Act shall not apply to this Company, except so far as the same are repeated or contained in these regulations.

INTERPRETATIONS

2. In these Articles, unless the subject or context otherwise requires, the words standing in the first column of the following table shall bear the meaning set opposite them respectively in the second column.

2.1.

WORD	MEANING
"Act"	Means the Companies Act, Chapter 212 of the laws of Tanzania as amended from time to time;
"Articles"	Means these Articles of Association of the company;
"Clear Days"	In relation to a period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it takes effect.
"Director"	Means the members of the Board of Directors of the Company;
"Dividend"	Means profit after tax which the Directors declared for distribution to members;
"Member or Members"	Register of Members as holders of the Shares in the Company;

"Seal"	Means the common Seal of the Company;
"Secretary"	Means the secretary of the Company or any person appointed to perform the duties of the secretary of the Company;
"Tanzania"	Means the United Republic of Tanzania;
"the Company"	Means RASHAL ENERGIES LIMITED
"TZS"	Means Tanzanian shillings, being the currency of Tanzania.

- 2.2. Expressions referred to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form.
- 2.3. Any word importing the singular includes the plural and vice versa. A word importing the maximum gender also includes the feminine gender and vice versa. A wording importing a person includes companies and other corporate bodies.
- 2.4. Unless the context otherwise requires, words or expressions contained in these Regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Regulations become binding on the company.

PRIVATE COMPANY

3. The Company is a private company, and accordingly: -
 - (a) The right to transfer is restricted in the manner hereinafter provided.
 - (b) The number of members of the Company (not including persons who are in the employment of the Company, and persons, who had been formerly in the employment of the Company were while in that employment and have continued after the determination of that employment to be members of the Company) is limited to fifty. Provided that where two or more persons hold one or more shares in the Company, jointly they shall for the purpose of this Article be treated as a single member.
 - (c) Any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.
4. The authorized share capital of the Company at the date of registration of these Articles is **Tanzania Shillings Two Hundred Million (TZS 200,000,000/=)** divided into **Twenty Thousand (20,000) ordinary shares of Tanzania Shillings Ten Thousand (TZS 10,000/=)** each.
5. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class may, whether the Company is being wound up, be varied with the consent in writing of the holders of three-fourth of the paid up shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of that class of shares of the

class. To every such general meeting, the provision of these articles relating to general meeting shall apply but so that the necessary quorum shall be two persons at least holding or representing by proxy one third of the paid up shares of the class and that any holder of shares of the class in person or by proxy may demand a poll.

6. The rights conferred upon the holders of the shares of any class shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.
7. The Company (or the Directors on behalf of the Company) may exercise the power of paying commissions conferred by Section 56 of the Act. Subject to the provisions of the Act, such commissions 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 another way.
8. Except as required by law, no person shall be recognised 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 recognise (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.
9. The Directors may in their discretion and without assigning any reason thereof, refuse to register the transfer of shares to any person whom it shall in their opinion deem undesirable for any reason whatsoever to admit to membership.
10. Subject to clause 2 and 3, the rights of members to transfer their shares shall be restricted as follows:
 - (a) No share shall be transferred to a person who is not a member except any member or any person selected by the Directors as one who is desirable in the interest of the Company to admit.
 - (b) Every shareholder or trustee in bankruptcy or any other person who may desire to sell or transfer any such shares and every personal representative of a deceased shareholder shall give notice in writing to the Directors that he desires to make such sale or transfer. Such notice shall make the board of Directors on the Company his agent for the sale of such shares to any member or members of the Company at a price to be agreed upon between the party giving such notice and the Board or in the case of differences, to be determined by the auditors of the Company.
 - (c) Upon the price of such shares being agreed on or determined as per clause (b) above, the Board shall forthwith give notice to each shareholder other than the shareholder desiring to sell or transfer the said shares, stating the number and price of such and inviting the person to whom the notice is sent to state within 21 days from the date of such notice whether he is willing to purchase any, if so, what maximum number of such shares. At the expiration of such 21 days' notice, the board shall apportion such shares amongst the shareholders (IF MORE THAN ONE) who shall have expressed their desires to purchase the same and as far as may be pro-rata according to the number of shares already held by them respectively, or of be only one such shareholder, the whole of such shares shall be sold to him provided that no shareholder shall be obliged to take more than the said maximum number of such

shares stated in his answer to the said notice. Upon such apportionment being made or such one shareholder notifying his intention to purchase, as the case may be, the party desiring to sell or transfer such shares shall be bound upon payment of the said price to transfer the shares to the respective shareholders or the single shareholder who shall have agreed to purchase the same.

- (d) No share shall be transferred to any infant, bankrupt or person of unsound mind.
11. Every person whose name is registered as a member on the register of members shall, without payment, be entitled to a certificate under the Seal of the Company specifying the share or shares held by him and the amount paid-up thereon, provided that in respect of a share or shares held jointly by several persons the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all.
 12. If a share certificate is defaced, lost, or destroyed, it may be renewed on payment of such fee and indemnity, as the Directors think fit.
 13. The Directors may, subject to any conditions of allotment from time to time make calls upon the members in respect of any moneys unpaid on their shares, and each member shall (subject to receiving at least 14 days' advance notice specifying the time or times of payment) pay to the Company at the time or times and place so specified the amount called on his shares.
 14. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
 15. If a member fails to pay any call or instalment of a call on the day appointed for payment, the Directors may at any time thereafter during such time as any part of such call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid.
 16. The notice shall name a further day (not earlier than the expiration of fourteen (14) days from the date of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time appointed, the shares in respect of which the call was made will be liable to be forfeited.
 17. If the requirement of any such notice as aforesaid are not complied with, than any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect.
 18. A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit, and at any time before the sale or disposition, the forfeiture may be cancelled on such terms as the Directors think fit.

ALTERATION OF CAPITAL

19. The Company may from time to time by special resolution increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.
20. Except so far as otherwise provided by the condition of issue, any capital raised by the creation of new shares shall be considered part of the original capital and shall be subject to the same provision with reference to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the shares in the original share capital.
21. The Company may by ordinary resolution:
 - (a) consolidate and divide all or any of its share capital into shares of a larger amount than its existing shares;
 - (b) subject to the provisions of section 65(1) (d) of the Act, sub-divide its existing shares or any of them, into shares of a smaller amount than is fixed by the Memorandum of Association;
 - (c) Cancel 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 share capital by the number of shares so cancelled.
 - (d) The Company may, by special resolution, reduce its share capital in any manner and with and subject to any consent required by law.

GENERAL MEETINGS

22. The company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one annual general meeting of the company and that of the next, provided that so long as the Company holds its first annual general meeting within eighteen months of incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such time and place as the Directors shall appoint.
23. All general meetings other than annual general meetings shall be called extraordinary general meetings.
24. The Directors may, whenever they think fit, call an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisitionists, or, in default, maybe convened by such requisitionists, as provided by section 134 of the Act. If at any time there are not within Tanzania sufficient directors to call the meeting, any director or any two members of the company may call the meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

NOTICE OF GENERAL MEETINGS

25. Every general meeting shall be called by twenty-one (21) clear days' notice in writing, at the least. The notice shall specify the place, day and hour of meeting and, in the case of special business, the general nature of the business;

Provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice, than that specified in this Article be deemed to have been duly called if it is so agreed:

- (a) In the case of an annual general meeting, by all the members entitled to attend and vote there at; and
 - (b) In the case of any other meeting by a majority in number of the members having a right to attend and vote at the meeting, being a majority together holding not less than 95 per cent in nominal value of the shares giving that right.
26. Subject to the provisions of the articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the Directors and auditors. The accidental omissions to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.

PROCEEDINGS AT GENERAL MEETINGS

27. All business shall be deemed special that is transacted at an extra ordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of declaring a dividend, the consideration of the accounts, and the reports of the directors and auditors, the election of directors in the place of those retiring and the appointment of, and the fixing of the remuneration of, the auditors.
28. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. The quorum shall be the presence of the majority of more than 51% of the persons entitled to vote on the business to be transacted, each being a member or a proxy for a member or a duly authorized representative of a corporation, shall be a quorum.
29. If within half an hour from the time appointed for the meeting a quorum is not present, or if during the course of a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week, at the same time and place or to such other day at such other time and place as the directors may determine.
30. The chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the general meeting, but if neither the chairman nor such other director (if any) be present within fifteen minutes after the time appointed for the holding of the meeting and willing to act, the directors present shall elect one of their number to be chairman of the meeting.

31. If at any meeting no director is willing to act as chairman or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present may choose a chairman of the meeting.
32. The chairman may, with the consent of any meeting at which a quorum is present and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days and the general nature of the business to be transacted at an adjourned meeting.
33. 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:
 - (a) by the chairman or;
 - (b) by at least two members present in person or by proxy; or
 - (c) by a member or members present in person or by proxy representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

Unless a poll be so demanded, a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be evidence of that fact.

The demand for a poll may, before the poll is taken, be withdrawn.

34. Except as provided in article 18, if a poll is duly demanded it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
35. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall be entitled to a casting vote in addition to any other vote he may have.
36. A poll demanded on the election of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time not being more than thirty days after the poll is demanded as the chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
37. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall have effect as if it had been passed at a general meeting duly convened and held, and may consist of several instruments in the like form each executed by or on behalf of one or more members.

VOTES OF MEMBERS

38. Every member shall have one vote for each share.
39. A member in respect of whose estate a manager has been appointed under section 26 of the Mental Diseases Act, may vote, whether on a show of hands or on a poll, by his manager, and any such manager may, on a poll, vote by proxy.
40. No member shall be entitled to vote at a general meeting unless all moneys presently payable by him in respect of shares in the company have been paid.
41. On a poll votes may be given either personally or by proxy.
42. A member may appoint more than one proxy to attend on the same occasion.
43. The instrument appointing proxy and the power or attorney or other authority, if any, under which it is signed or notary certified copy of that power of attorney or authority shall be deposited at the registered office of the Company or such other place within Tanzania as is specified for that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll, not less than 24 hours before the time appointed for taking the poll, an in default, the instrument of proxy shall not be treated as valid.
44. The instrument of proxy shall be deemed to confer authority to demand or join in the demand for a poll.

CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

45. Any corporation which is a member of the company may by resolution of its directors or other governing body authorize such person as it thinks fit to act as its representative at any meeting of the company or of any class of members of the company, and the person so authorized shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company

DIRECTORS

46. Unless otherwise determined by ordinary resolution, the number of directors shall not be subject to any maximum but shall be not less than two.
47. The shareholding qualification for directors may be fixed by the company in general meeting, and unless and until so fixed no qualification shall be required.

POWERS AND DUTIES OF DIRECTORS

48. Subject to the provisions of the Act, the memorandum and the articles and to any directions given by special resolution, the business of the company shall be managed by the directors,

who may exercise all the powers of the company. No alteration of the memorandum or articles and no such directions shall invalidate any prior act of the directors which would otherwise have been valid. The powers given by this article shall not be limited by any special power given to the directors by the articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.

49. The directors may by power of attorney appoint any person to be the attorney or agent of the company for such purposes and on such conditions as they determine, including authority for the attorney or agent to delegate all or any of his powers.
50. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for the moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time determine.
51. The Directors shall cause minutes to be made in books provided for that purpose:
 - (a) of all appointments of officers made by the Directors;
 - (b) of the names of the Directors present at each meetings of the Directors and of any committee of Directors;
 - (c) of all resolutions and proceedings at all meetings of the Company, and of the Directors, and of committees of Directors.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

52. The office of director shall be vacated if the director:
 - (a) Without the consent of the Company in a general meeting, holds any other office of profit under the Company; or
 - (b) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (c) ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director; or
 - (d) becomes of unsound mind; or
 - (e) resigns his office by notice in writing to the company; or
 - (f) is requested by all his co-directors to resign; or
 - (g) shall for more than six consecutive months have been absent without permission of the directors from meetings of the directors held during that period and the directors resolve that his office be vacated; or
 - (h) is directly or indirectly interested in any contract and fails to declare the nature of his interest in the manner required by the Act.

53. 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.
54. The Company may by ordinary resolution, of which special notice has been given in accordance with section 144 of the Act, remove any director before the expiration of his period of office notwithstanding anything in these articles or in any agreement between the company and the director. Such removal shall be without prejudice to any claim the director may have for damages for breach of any service contract with the Company.
55. The Company may by ordinary resolution appoint another person in place of a director removed from office under the immediately preceding article.

PROCEEDINGS OF DIRECTORS

56. Subject to the provisions of the articles, the Directors may regulate their meetings as they think fit. Questions arising at a meeting shall be decided by a majority of votes. In case of an equality of votes, the chairman shall have a second or casting vote. A Director may, and the secretary at the request of a Director shall, call a meeting of the Directors, It shall not be necessary to give notice of a meeting directors to any director who is absent from the Tanzania.
57. The quorum necessary for the transaction of the business of the directors may be fixed by the directors, and unless so fixed shall be two.
58. The continuing Directors may act notwithstanding any vacancy in their number, but, if and so long as their number is reduced below the number fixed as the necessary quorum, the continuing directors or director may act only for the purpose of increasing the number of Directors to that number, or summoning a general meeting of the Company, but for no other purpose
59. The Directors may appoint one of their number to be the chairman of the board of directors and determine the period of which he is to hold office. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of directors as which he is present. But if no such chairman is appointed, or if he is unwilling to preside, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, directors present may choose one of their number to be chairman of the meeting.
60. The Directors may delegate any of their powers to any committee consisting of one or more directors; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the directors. Subject to any such regulations, the proceedings of a Committee with two or more members shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying.
61. All acts done by a meeting of the Directors or of a committee of directors or by a person acting as a director shall, notwithstanding that it be after-wards discovered that there was some defect in the appointment of any such director, or that any of them were disqualified from holding office, 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 was entitled to vote.

62. A resolution in writing, signed by all the directors entitled to receive notice of a meeting of the directors, or of a committee of directors, shall be as valid and effectual as if it had been passed at a meeting of the directors or (as the case may be) a committee of directors duly convened and held, and may consist of several documents in the like form each signed by one or more directors.

DIVIDENDS AND RESERVE

63. The Company in a general meeting may declare dividends, but no dividend shall exceed the amount recommended by the Directors.
64. The Directors may from time to time pay to the members such interim dividends as appear to the directors to be justified by the profits of the company available for distribution.
65. No dividend shall be paid otherwise than out of the profits.
66. Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid on the shares, but if and so long as nothing is paid up on any of the shares, dividend may be declared and paid according to the amounts of shares.
67. The Directors may, before recommending any dividend, set aside out of the profits of the company such sums as they think proper as a reserve or reserves which shall, at the discretion of the directors, be applicable for any purpose to which the profits of the company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the directors may from time to time think fit. The Directors may also without placing the same to reserve carry for-ward and any profits which they may think prudent not to divide.

MINUTES

68. The quorum necessary for the transaction of the business of the directors may be fixed by the directors, and unless so fixed shall be two.
69. The Directors shall cause proper minutes to be made in books kept for the purposes:
- (a) of all appointments of officers made by the Directors;
 - (b) of the names of Directors present at each meeting of the Directors and any of the Committees of Directors;
 - (c) all resolutions and proceedings at all meetings of the Company, or the holders of a class of shares in the Company, and of the Directors; and
 - (d) of the committees of Directors.

MANAGING DIRECTOR

70. The Directors shall, subject to the Articles, appoint a Managing Director, for such period and on such terms as they deem it fit, and subject to the terms of any agreement entered in any

particular case, may revoke such appointment, provided that such appointment and revocation shall be with the approval of at least two thirds (2/3) of all Directors.

71. The Managing Director shall be the Chief Executive of the Company responsible to the Directors for the execution of the policies of the Company as laid down by the Directors and for the control and management of the Company.
72. The Managing Director shall receive such remuneration (whether by way of salary, commission or participation in profits, or partly in one way and partly in another) as the Directors may determine.
73. The Directors may entrust to and confer upon the Managing Director any of the powers exercisable by them upon such terms and conditions and with such restrictions as may think fit, and either jointly with or to the exclusion of their powers and may from time to time revoke , withdraw, alter or vary all or any such powers.

SECRETARY

74. The secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

THE SEAL

75. The seal shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the secretary or by a second Director.

ACCOUNTS

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

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the company's affairs and to explain its transactions.

77. The books of account shall be kept at the registered office of the Company, or, subject to section 151 (4) of the Act, at such other place or places as the directors think fit, and shall always be open to the inspection of the Directors.
78. No member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the Directors or by ordinary resolution of the Company.
79. The Directors shall, in accordance with sections 153, 155 and 159 of the Act, cause to be prepared and to be laid before the company in general meeting such profit and loss

accounts, balance sheets, cash flow statements, group accounts (if any) and reports as are referred to in those sections.

AUDIT

80. Auditors shall be appointed, and their duties regulated in accordance with sections 170 to 179 of the Act.

NOTICES

81. Each shareholder and Director of the Company may from time to time notify the Company of their physical address, e-mail addresses and facsimile addresses. All notices or other communications under or in connection with the Articles shall be given in writing and may be made by letter, facsimile or e-mail and in the case of members and Directors, to the notified addresses. Any such notice will be deemed to be given as follows:

- (a) if by letter, when delivered personally or on actual receipt; and
- (b) if by facsimile or e-mail, when received in legible form.

However, a notice given in accordance with the above but received on a non-Business Day or after business hours in the place of receipt will only be deemed to be given on the next working day in that place.

Any notice issued in accordance with the Articles may be made by e-mail or other electronic means. Any such notice will become effective if sent to the e-mail address notified by the recipient in writing as the address to be used for notices and will only be effective when received in legible form.

INDEMNITY

82. Subject to these Articles and the provisions of the Act, every Director, Managing Director, agent, auditor, secretary or other officer for the time being of the Company shall be indemnified against all costs, charges, losses, expenses and liabilities incurred by him in execution and discharge of his duties or in relation thereto and non shall be liable for the acts, receipts, neglects or defaults of others or for the joining in receipt for the sake of conformity or for any other loss, misfortune or damage which may happen in the execution of their respective offices or trusts or in relation thereto unless the same shall happen by or through his own willful neglect or default respectively or liability incurred in defending any proceedings, whether civil or criminal, by reason of any contract entered into, or act or thing done by him in the discharge of his duties, except any such as shall have arisen from his own willful acts or defaults.

ALTERATION OF ARTICLES

83. Subject to the provisions of the Act and to those contained in the Memorandum of Association, the Company may by special resolution make alterations or additions which shall be valid and effectual as if originally contained in these Articles and be subject in like manner to the alteration by special resolution.

WINDING UP

84. With the sanction of a special resolution of the shareholders any part of the assets of the Company including any shares in other companies may be divided between the members of the Company in specie or may be bested in trustees for the benefit of such members and the Company dissolved, but so that no member shall be compelled to accept any shares whereupon there is liability.

DECLARATION OF SECRECY

85. Every Director, manager, trustee, auditor, the secretary and every officer, servant, clerk, agent or other person employed by the Company shall before entering upon his duties subscribe to such declarations as the Directors may from time to time prescribe, engaging themselves to observe as provided in the Act, secrecy with respect to the dealings and the state of the accounts of the customers of and the persons dealing with the Company and any other matters which come to their respective knowledge by virtue of their respective offices, except only in so far as it is necessary to the execution of their respective offices, trust or duty to disclose the same.

DISPUTE RESOLUTION BETWEEN THE COMPANY AND MEMBERS

86. In the event a dispute arises from or in connection with the provisions of these Articles relating only to the rights and duties of members as such the dispute may be resolved amicably between the Company and the relevant member failing which the party aggrieved may either take legal action in court of competent jurisdiction in Tanzania or resolve the matter through arbitration using the arbitration rules in the Arbitration Act, Chapter 15 of the laws of Tanzania as amended with each party entitled to appoint one arbitrator and the third arbitrator appointed by both parties. The substantive law shall be Tanzanian law. Choice of courts excludes arbitration and vice versa.

NAMES, POST ADDRESS AND DESCRIPTION OF SUBSCRIBERS	NUMBER OF SHARES	SIGNATURES
RASHAL ENERGIES INC 8 THE GREEN, SUITE A CITY OF DOVER KENT, DELAWARE 19901	12000	<hr/> Name: <i>Abshur faral</i> Position: <i>Director</i> <hr/> <i>[Signature]</i> <hr/> Name: <i>FASUMA HERIACHWARSA</i> Position: <i>DIREKTOR</i> <i>[Signature]</i>
FARHIYA HERSI WARSAME UPANGA, ILALA, CBD P. O. BOX 4660 DAR ES SALAAM	4000	<hr/> <i>[Signature]</i>



Dated at Dar Es Salaam this *25th* day of August 2023

WITNESSES, to the above Signatures:

NAME:- *DOREEN ADEMILU BANDA*

SIGNATURE:- *[Signature]*

ADDRESS:- *12388*

QUALIFICATION:- *Notary public*

