

**THE COMPANIES ACT NUMBER 12 OF 2002**

**COMPANY LIMITED BY SHARES**

**MEMORANDUM**

**AND**

**ARTICLES OF ASSOCIATION**

**OF**

**FAROO CAPITAL COMPANY LIMITED**

**Incorporated this ..... day of June 2023**

**DRAWN BY:**

**FAROO CAPITAL COMPANY LIMITED  
P.O BOX 38568,  
DAR ES SALAAM, TANZANIA**

**THE COMPANIES ACT NUMBER 12 OF 2002**

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**COMPANY LIMITED BY SHARES**

**MEMORANDUM OF ASSOCIATION**

**OF**

**FAROO CAPITAL COMPANY LIMITED**

1. The name of the company is **Faroo Capital Company Limited** (hereinafter referred to as **“the Company”**).
2. The registered office of the Company shall be situated on the mainland part of the United Republic of Tanzania.
3. The objects for which the Company is established are:-
  - 3.1 To carry on the business of general logistic service provider.
  - 3.2 To carry on business as general carriers and freight forwarders and to provide passenger carrier services, carrier freight transport, courier, truck, light or heavy haulage and delivery services by land, road, railway, sea, river, canal, water, or air for and in connection with any containers, packages, parcels, mails, goods or bulk commodities and for that purpose to purchase , hire or take on charter any ships, tugs, barges, lorries, vans, trailers and other vessels or vehicles of any description .
  - 3.3 To carry, collect, store, consign, distribute, transfer and deliver goods, wares, post, merchandise, parcels, packages, baggage, freight, animals, livestock, timber, coal, oil, ores and other minerals and other property of every description by any mode of transportation, and generally for such purposes to acquire, manage and operate warehouses, and bonded warehouses, act as agents for shippers and consigners, and to issue warehouse warrants and receipts and bills of lading.
  - 3.4 To carry on the business of buying, selling, reselling, importing, exporting, transporting, storing, developing, promoting, marketing or supplying, trading, dealing in any manner whatsoever in all type of goods and commodities on retail as well as on wholesale basis in Tanzania or elsewhere;
  - 3.5 To establish, organize, manage, run, charter, conduct, contract, develop, handle, own, operate and to do business as fleet carriers, transporters, in all its branches on land, air, water, & space, for transporting goods, in all modes including bulk and containers, articles, or things or heavy and over dimensional cargo, on all routes and lines on National and International level subject to law in force through all sorts of carries like trucks, lorries, trawlers, dumpers, coaches, tankers, tractors, haulers, jeeps, trailers, motor buses, omnibuses, motor taxies, railways, tramways, aircrafts, hovercrafts, rockers, space shuttles, ships, vessels, boats, barges and so on whether propelled by petrol, diesel, electricity, steam oil, atomic power or any other form of power.
  - 3.6 To establish, organize, manage, run, charter, conduct, contract, develop, handle, own operate material Handling equipments.
  - 3.7 To carry on the business of courier and cargo handlers, handling and haulage contractors, warehousemen, common carriers by land, rail, water and air, container agents, to handle goods and passengers within the country and outside and to carry on the business of tour and travel operators and to act as customs agents, wharfingers, landing agents, stevedores, and longshoremen.

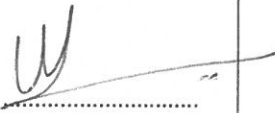

- 3.8 To carry on the business of providing Logistics Services, material management, transportation, warehousing distribution and marketing of goods and to provide storage and protection of goods against rain, fire and other natural or manmade calamities;
- 3.9 To carry on the business of manufacturing, producing, and trading in perfumes, fragrances, and related products;
- 3.10 To import, export, distribute, and sell perfumes and fragrance products both domestically and internationally;
- 3.11 To engage in research and development activities related to perfumery, including the creation of new scents and formulations;
- 3.12 To establish and operate retail stores, outlets, and e-commerce platforms for the sale of perfumes and fragrance products;
- 3.13 To provide consultation and advisory services in the field of perfumery, including personalized fragrance recommendations;
- 3.14 To collaborate with perfumers, artists, designers, and other professionals in the creation of unique and innovative fragrance products;
- 3.15 To acquire, lease, or own properties and facilities necessary for the production, storage, and distribution of perfumes and related items;
- 3.16 To engage in marketing and promotional activities to increase brand awareness and attract customers to perfumery products;
- 3.17 To comply with all relevant laws, regulations, and industry standards pertaining to the manufacturing and sale of perfumes;
- 3.18 To carry on the business as exhibitors of various goods, services and merchandise and to undertake the necessary activities to promote sales of goods, services and merchandise manufactured/dealt with/provided by the Company;
- 3.19 To engage in wholesale and retail trading activities, both online and offline, of a wide range of products;
- 3.20 To establish and operate retail stores, supermarkets, hypermarkets, and other retail outlets for the sale of various consumer goods;
- 3.21 To act as broker, trader, agent, shipper, commission agent, distributor, representative, franchiser, consultant, collaborator, stockist, liaisoner, job worker, export house of goods, merchandise and services of all grades, specifications, descriptions, applications, modalities, fashions, including by products, spares or accessories thereof, on retail as well as on wholesale basis;
- 3.22 To carry on the business of buying, selling, reselling, exporting and trading of all kinds of goods finished, semi-finished, raw material items, articles, merchandise, products such as agricultural, industrial, chemical or marine, stones, pieces of arts, antiques, handicrafts, machinery, equipment, capital goods and any other item capable of purchasing, selling, importing, exporting and trading and to be appointed as agents and / or distributors on commission, allowance, retainer ship, incentive basis;
- 3.23 To act as an Import and export house and to perform all the functions and undertake all activities connected therewith including obtaining and dealing in licenses, &quotas, certificates and other rights;
- 3.24 To carry on all or any of the business of importers, exporters, refrigerators, ship owners, shipbuilders, caterers of ship of other vessels, warehousemen, merchant ship and insurance brokers, caners, forwarding agents, wharfingers, sheep farmers, stock owners, breeders and pastures;

- 3.25 To engage in international trade and participate in import-export activities, facilitating the exchange of goods between different countries;
- 3.26 To enter into distribution agreements and act as a distributor or wholesaler for various manufacturers and suppliers;
- 3.27 To provide logistics, warehousing, and supply chain management services to support the trading operations;
- 3.28 To engage in e-commerce and online trading platforms for the sale and purchase of goods;
- 3.29 To act as a commission agent, broker, or intermediary in the trading of goods on behalf of other companies or individuals;
- 3.30 To engage in the trading of commodities, including agricultural products, metals, energy resources, and other raw materials;
- 3.31 To undertake any other lawful activities related to trading, commerce, and business that are deemed necessary or incidental to the attainment of the above objectives;
- 3.32 To undertake any other lawful activities that are necessary or incidental to the attainment of the above objectives;
- 3.33 To provide all kinds of logistics consultancy services;
- 3.34 To carry on the businesses of provider of transportation logistics services to any person, firm, company, body corporate or association of persons in Tanzania or neighboring countries or abroad in relation to transport of goods, of all kind and description, including but not limited to planning, design, documentation management and co-ordination in relation to transportation, physical transport by way of land;
- 3.35 To undertake and carry on the business of courier services for carrying packages, parcels and other items; loading and unloading forwarding and clearing agents, warehousemen, for and on behalf of owners of goods, luggage, parcels, materials, articles, commodities, live-stock & other movables of all kinds and descriptions;
- 3.36 To carry on all or any businesses aforesaid either as a separate business or a principle business of the Company, and to carry on any other business (whether manufacturing or otherwise which may seem to the Company capable of being conveniently carried on in connection with the above objects or any of them, or calculated directly to enhance the value of or render more profitable any of the property or rights of the Company;
- 3.37 To carry on any other business, trade, occupations or activity whatsoever which may be conveniently, usefully or profitably carried on in conjunction with the above objects or which may directly or indirectly benefit the Company in any way;
- 3.38 To acquire by purchase or otherwise lands and properties or otherwise acquire rights of occupancy and generally to secure any tenure whatsoever, whether subject or not to any charges or encumbrances, and to hold or to sell, let or alienate, mortgage or otherwise deal with all or any such lands;
- 3.39 To apply for, purchase, or otherwise acquire and protect and renew in any part of the world any patents, patent rights, trade marks, designs, licenses, concessions, and the like conferring any exclusive or 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 acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, or grant licenses in respect of, or otherwise turn to account the property, rights or information so acquired, and to expend money in experimenting upon, testing or improving such patents, inventions or rights;

- 3.40 To carry on business of developing and operating digital payment systems which, among other things, offer electronic wallet payment services that facilitate the purchase and/or payment for goods and services;
  - 3.41 To carry a business of internet and/or online payment gateway of all kinds as an application service provider/ third party processors including bill payments for merchants;
  - 3.42 To acquire any such shares, stocks, debentures, debenture stock, scripts, bonds, notes, securities, obligations, funds or loans by original subscription, tender, purchase, participation in syndicates, exchange or otherwise, and to guarantee subscription thereof, and to exercise, and enforce all rights and powers conferred by or incidental to ownership thereof, and to vary and transpose from time to time as may be considered expedient any of the Company's investments for the time being;
  - 3.43 To acquire and take over the whole or any part of the business, property and liabilities of any company or person carrying on any business which the Company is authorized to carry on, or possessed of any property or assets suitable for the purpose of the Company;
  - 3.44 To pay for any property or assets acquired by the Company either in cash or fully or partly paid shares or by the issue of securities or obligations, or partly in one mode and partly in another and generally on such terms as may be determined;
  - 3.45 To lend money and/or guarantee the performance of the contracts or obligations of any company, firm or person, and the payment and repayment of the capital and principal or, dividends, interest or premium on any stock, shares and security of any company, whether having objects similar to those of the Company or not, and to give all kinds of indemnities, and to make and receive subvention payments;
  - 3.46 To borrow or raise or secure the payment of money by bank overdrafts, by mortgage, or by the issue of debentures or debenture stock, perpetual or otherwise, or in such other manner on the Company's property or assets, present and future, including its uncalled capital, and to provide collateral or further to secure any securities of the Company by a trust deed or other assurance;
  - 3.47 To issue and deposit any securities which the Company has power to issue by way of mortgage or to secure any such sum less than the nominal amount of such securities, and also by way of security for the performance of any contract or obligations of the Company or of its customers or of any other company or person having dealings with the Company, or in whose business or undertakings the Company is interested;
  - 3.48 To receive money on deposit with or without interest thereon;
  - 3.49 To establish or promote, or join in the establishment or promotion of, any other company whose objects, shall include the taking over of any of the assets and liabilities of the Company or the promotion of which shall be calculated to advance its interests;
  - 3.50 To amalgamate with any other company, whose objects are or include objects similar to those of the Company;
  - 3.51 To do all such acts and things as are incidental or conducive to the attainment of the above objects. It is hereby declared that the word "company" except where used in reference to the Company shall be deemed to include any partnership, or other body of persons whether incorporated and whether not existing or hereinafter to be formed; and
  - 3.52 it is furthermore expressly declared that the intention is that the objects set forth in each of the foregoing paragraphs of this clause shall be construed in the most liberal way and shall in no way be limited or restricted by reference to any other paragraph or by any inference drawn from the terms of any other paragraph.
4. The liability of the Members is limited.

5. The authorized share capital of the Company at the date of registration of this Memorandum of Association is **Tanzania Shillings 20,000,000/- divided into 10,000 Shares of Tanzania Shillings 2,000/- each** with power for the Company to increase or reduce such capital and to divide the shares in the capital for the time being, whether original or increased, in different classes, and to attach thereto respectively any preferential, deferred, qualified or special rights, privileges or conditions and so that unless the conditions of issue shall otherwise expressly declare every issue of shares, whether preference or otherwise, or any such rights, privileges or conditions shall not be altered or modified except in accordance with the Articles or Association registered herewith.

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(s) of shares in the capital of the Company set opposite our respective names.

| Names, Addresses and Description of Subscribers/Members  | Number of Shares Taken | Signature(s)   |
|--|------------------------|--|
| <p style="text-align: center;"><b>Mumin Alliy Mbarak</b><br/>Upanga, Nyangoro Street,<br/>P.O Box 19010,<br/>Dar es Salaam, Tanzania.</p>    | 2000                   | <br>.....<br><b>Shareholder</b>   |
| <p style="text-align: center;"><b>Hinnid Nassor Mahsein</b><br/>Upanga, Nyangoro Street,<br/>P.O Box 19010,<br/>Dar es Salaam, Tanzania.</p> | 2000                   | <br>.....<br><b>Shareholder</b> |

Dated the 21 day of June 2023

Witness to the above signatures:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Qualification: \_\_\_\_\_

Date: \_\_\_\_\_



**THE COMPANIES ACT NUMBER 12 OF 2002**

**COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**OF**

**FAROO CAPITAL COMPANY LIMITED**

1. The regulations in Part II, Table "A" in the First Schedule to the Companies Act Number 12 of 2002 shall not apply to the Company.
2. In these presents, if not inconsistent with the subject or context, the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof. Table "A" not to apply

**WORDS**

**MEANINGS**

**"Act"**

The Companies Act Number 12 of 2002 of the laws of Tanzania, and every other enactment for the time being in force concerning companies and affecting the Company;

**"Dividend"**

Dividend and/or bonus.

**"Month"**

Calendar month.

**"Office"**

The Registered Office of the Company.

**"Presents"**

These Articles of Association, as now framed, or as may from time to time altered by Special Resolution of the Members.

**"Seal"**

The Common Seal of the Company.

**"Writing"**

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

**“Year”**                      Calendar Year

The expressions "**Debenture**" and "**Debenture Holder**" shall include "**Debenture Stock**" and "**Debenture Stockholder**", and the expression "**Secretary**" shall include a temporary or assistant Company Secretary and any person appointed by the Directors to perform any of the duties of the Company Secretary.

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 presents, save that the term **Shareholder** shall have the same meaning as **Member** when used in the Articles.

The marginal notes are inserted for convenience only and shall not affect the construction of these presents.

Words importing the singular number only shall include the plural and the converse shall also apply.

Words importing males shall include females.

3.    The Company is a private company and accordingly:- Private Company
- (a) the right to transfer shares is restricted in manner hereinafter prescribed.
  - (b) the Members of the Company (exclusive of persons who are in the employment of the Company) is limited to fifty, **PROVIDED THAT**, where two or more persons hold one or more shares in the Company jointly, they shall, for the purpose of this Article, be treated as a single Member;
  - (c) any invitation to the public to subscribe for any Shares or debentures of the Company is prohibited;
  - (d) it shall not have power to issue share warrants to the bearer.

## SHARE CAPITAL

4. The authorized share capital of the Company at the date of registration of these Articles of Association is **Tanzania Shillings 20,000,000/- divided into 10,000 Shares of Tanzania Shillings 2,000/- each.** Share Capital

## LOANS BY THE COMPANY

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

## RIGHTS OF SHARE HOLDERS

6. Without prejudice to any special rights previously conferred on the holders of any Shares or class of Shares already issued (which special rights shall not be modified or abrogated except with such consent or sanction as is provided by Article 7 below, 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 the Company may issue Preference Shares which are, or which at the option of the Company are to be, liable to be redeemed. Issue of Shares subject to special conditions

## MODIFICATION OF RIGHTS

7. Whenever the capital of the Company is divided into different classes of Shares, the special rights attached to any class may, subject to the provisions of the Act, be modified or abrogated, either with the consent in writing of the holders of three-fourths 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 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 presents relating to General Meetings of the Company or to the proceedings thereat, shall *mutatis mutandis*, apply, except that the necessary quorum shall be three persons at least holding or representing by proxy two thirds 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, those Members who are present shall be a quorum), and that the holders of Shares of the class How rights of Shares may be modified  
  
Unissued Shares at the disposal of Directors

shall, on a poll, have one vote in respect of every Shares of the class held by them respectively.

### SHARES

8. Subject to the provisions of Article 23, unissued Shares shall be at the disposal of the Directors, and they may allot, grant options over, or otherwise dispose of them to such persons, at such times, and on such terms as they think proper, but so that no Shares shall be issued at a discount, except in accordance with the Act.
9. In addition to all other powers of paying commissions, the Company (or the Directors on behalf of the Company) may exercise the powers of paying commissions conferred by the Act, provided that the rate per cent, or the amount of the commission paid or agreed to be paid, shall be disclosed in the manner required by the Act and the rate of the commission shall not exceed the rate of ten per cent (10%) of the price at which the Shares in respect of which the commission is paid are issued or an amount equivalent thereto. The Company (or the Directors on behalf of the Company) may also on any issue of Shares pay such brokerage as may be lawful. Power to pay commission and brokerage
10. Shares may be held in the Company in trust for beneficial owner. Trustee Shares

### CERTIFICATES

11. 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 lodgment 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 Directors 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. Issue of Certificates

12. If a Share certificate were 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 Directors think fit.

Renewal of  
Certificates

#### LIEN

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

Company's  
lien

Sale of  
Shares  
Subject  
to lien

Application  
of  
proceeds  
of  
such  
sale

## CALLS ON SHARES

- |   |   |
|---|---|
| 16. The Directors may from time to time make calls upon the Members in respect of any moneys (whether on account of the amount of the Shares or by way of premium) unpaid on their Shares, provided that (except as otherwise fixed by the conditions of application or allotment) no call on any Shares shall exceed one-fourth of the nominal amount of the Share or be payable at less than fourteen days from the last call, and each Member shall (subject to receiving at least fourteen days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his Shares. A call may be revoked or postponed as the Directors may determine. | Calls   |
| 17. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing the call was passed. A call may be made payable by installments.  | Time when made                                |
| 18. The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof.   | Liability of joint holders' interest on calls |
| 19. If a sum called in respect of a Share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate not exceeding ten per cent (10%) per annum, as the Directors may determine, but the Directors shall be at liberty to waive payment of such interest wholly or in part.  | Sum due on allotment to be treated as calls   |
| 20. Any sum which by the terms of issue of a Share becomes payable upon allotment or at any fixed date, whether on account of the amount of the Shares or by way of premium, shall for all the purposes of these presents be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment all the relevant provisions of these presents as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.  | Power to differentiate                        |
| 21. The Directors may from time to time make arrangements on the issue of Shares for a difference between the holders of such Shares in the amount of calls to be paid and in the times of payment.   |   |
| 22. The Directors may, if they think fit, receive from any Member willing to advance the same, all or any part of the moneys unpaid upon the Shares held by him beyond the sums actually called up thereon as a payment in  | Payment of calls in advance                   |

advance of calls and such payment in advance of calls shall extinguish, so far as the same shall extend, the liability upon the Shares in respect of which it is advanced, and upon the moneys so received, or so much thereof as from time to time exceeds the amount of the calls then made upon the Shares in respect of which it has been received the Company may pay interest at such rate as the Member paying such sum and the Directors agree upon.

### TRANSFER OF SHARES

23. (a) Subject to the restrictions of these presents, all transfers of Shares may be effected by transfer in writing in the usual common form or in any other form in writing under hand approved by the Directors or as the case may be, as provided in Article 37 herein under. Form of transfer
- (b) The instrument of transfer of a Share shall be in writing and shall be signed by or on behalf of the transferor and transferee, and the transferor shall be deemed to remain the holder of the Share until the name of the transferee is entered in the Register of Members in respect thereof, provided that the Directors may dispense with the execution of the instrument of transfer by the transferee in any case in which they think fit in their discretion to do so. Execution
24. The Director 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 thirty days in any year.
25. All instruments of transfer, which shall be registered, shall be retained by the Company but any instrument of transfer, which the Directors may decline to register, shall on demand be returned to the person depositing it with the Company. Directors' refusal to register, and closing register
- The Directors may decline to recognize any instrument of transfer unless:-
- (a) Such fee, as the Directors may from time to time require, is paid to the Company in respect thereof; and Custody of instruments of transfer

- (b) The instrument of transfer is deposited at the Office or such other place as the Director may appoint, accompanied by the certificate of the Shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer.
- 26. No Member shall be entitled to transfer any voting Share held by it/him in the Company or to alienate or dispose of the beneficial ownership of any voting Share otherwise than in accordance with these Articles of Association.

#### **PRE-EMPTIVE RIGHTS**

- 27. Any Shareholder holding fully paid up Shares of the Company, shall have the pre-emptive right to subscribe to any new or additional Shares that the Company may issue from time to time (including the authorised but unissued Shares), in proportion to the Shares held by such Shareholder at the time of such issue.

#### **RESTRICTIONS ON TRANSFER**

- 28. Notwithstanding any agreement to the contrary and, except as otherwise expressly provided for or when consented to in writing by all the Members, or in the case of a pledge or other security given by a Member to secure finance for the activities of the Company or otherwise, the Members mutually covenant and agree not to sell or assign, or in any other manner transfer title or right to, any of their respective Shares in the Company, or take any action leading to or likely to result in any such sale, assignment or transfer, whether voluntary or otherwise for a period of (unless agreed otherwise by all the Members) five (5) years from the date of adoption of these Articles unless such sale, assignment or transfer is between companies controlled by the Member wishing to take such action or is with the written agreement of the other Member. Following the aforementioned period, the provisions of the Articles below shall apply.
- 29. Where a sale, assignment or transfer of Shares takes place between companies controlled by a Member of the transferor of the Shares shall cause the transferee of the Shares to be bound by the terms of any agreement between the Members inter se or by the Company. Any such transfer shall not change or limit the obligations of the Members in respect to their obligations under any agreement so reached. The sale, assignment or transfer shall not be effective until the transferee executes an agreement in form and substance acceptable to the other Members

inter se or between the Members and the Company affecting the Members' rights under these Articles.

#### **RIGHT OF FIRST REFUSAL**

30. In the event, either Member desires to sell or in any manner dispose of its Shares in the Company, whether in full or in part, the other Member (the "Non-Selling Member") shall have the right of first refusal subject always to the Non-Selling Member wishing to exercise this right maintaining a minimum of 30% (thirty percent) of the Shares of the Company.
31. Except for the transfer of qualifying Shares to nominee directors of the Members or permitted transfers between companies controlled by a Member in accordance with these Articles, any proposed transfer, sale or assignment of Shares in the Company by a Member, whether in whole or in part, or for valuable consideration or by gratuitous title, shall be subject to the right of first refusal which any of the Members qualifying under these Articles may respectively exercise in the manner provided in these Articles.

#### **EXERCISE OF THE RIGHT OF FIRST REFUSAL**

32. In the event either Member desires to sell or in any manner dispose of its Shares in the Company, whether in full or in part, either Member, as the case may be, shall first offer them, for a period of thirty (30) days, to the other Member(s), provided always that the Non-Selling Member fulfills the conditions of Article 30 above.
33. In the event that a Shareholder (the "**transferor**") wishes to sell or transfer all or part of his Shares in the Company, the transferor will offer them to the other party hereto and send a notice in writing to the Board of Directors of the Company, specifying the name of the proposed purchaser, the price, the number of Shares which the transferor wishes to sell and other conditions of the transaction proposed (the "notice of transfer").
34. Within fifteen (**15**) days from receipt of the transfer notice, the Board of Directors of the Company will notify the other party hereto in writing concerning the proposed transaction. The other party hereto will have fifteen (**15**) days from the date of this notice to decide:
  - 34.1 whether he buys the transferor's Shares in the Company, in accordance with the same terms and conditions as the proposed transaction, as described in the transfer notice; provided always

that the transferee Shareholder shall have an additional thirty (30) days to pay for the transfer Shares; or

- 34.2 agrees to accept the proposed buyer.
35. After the non-transferring party receives the notice from the Board of Directors to which this paragraph refers, the non-transferring party shall choose between:
- 35.1 acquiring the Shares which the transferor proposes to transfer subject to the conditions established in the “transfer notice”; or
- 35.2 authorise the transferor to transfer the Shares that he proposes to transfer subject to the conditions established in the “transfer notice”

Provided that the preferential acquisition rights above will only be valid if the purchaser exercises them in respect of all the Shares that are the subject of the transfer.

#### **RIGHT OF ACQUISITION OF SHARES**

36. Any Member shall have a preferential right of acquisition of Shares in proportion to their current Shareholding in the event of:
- 36.1 the sale by any of the Shareholders of their Shares in the Company or in the event of the insolvency of any of the Shareholders, revealed by the instigation of judicial or extra-judicial proceedings for this purpose.

#### **PROCEDURE OF TRANSFER**

37. Where a member wishing to transfer the Shares has complied with the provisions of these Articles he shall prepare and sign the transfer form in the usual/common form or in such other form as the Directors shall approve, and the same must be left at the registered office of the Company, accompanied by the certificate of the Shares to be transferred and such other evidence as the Directors may require to prove the title of the intended transferor. Unless otherwise prescribed by the Directors the following will be the usual or common form of a transfer of Shares:

*"I, A.B. of .....(hereinafter called the "Transferor") in consideration of Shillings .....paid to me by C.D. of ..... (Hereinafter called the "transferee") do hereby transfer into the said transferee the Share or Shares numbered.....in the undertaking called..... To hold unto the said transferee, his executors, administrators and assigns, subject to the several conditions on which I held the same at the time of execution hereof; and that I, the transferee do hereby agree to take the said Share (or Shares) subject to the conditions aforesaid."*

*As witnessed by our hands this.....day of ....., 20.....*

*Witness to the signature of, \_\_\_\_\_.*

38. The instrument of transfer of any Share shall be executed by or on behalf of the transferor and transferee, and the transferee shall be deemed to remain the holder of the Share until the name of the transferee is entered in the Register of Members in respect hereof.
39. Subject to the provision of these Articles the Directors shall decline to register any transfer of any Share whether or not it is a fully paid Share which has not complied with the above provisions of these Articles, and notwithstanding anything to the contrary as contained in these Articles, the Directors may also decline to register any transfer of Shares on which the Company has a lien.
40. The Directors may also suspend the registration of transfer during the fourteen days immediately preceding the ordinary general meeting in each year, and at such other time and for such periods as the Directors may from time to time determine provided always that registration shall not be suspended for more than thirty days in any year.
41. The Directors may also decline to recognize any instrument of transfer unless such instrument is accompanied by the certificate of the Shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer.
42. If the Directors refuse to register a transfer they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.

## TRANSMISSION OF SHARES

43. In case of the death of a Member the survivors or survivors where the deceased was a joint holder, and the executors or administrators of the deceased where he was a sole or only surviving holder shall be the only persons recognized by the Company as having any title to his Shares; but nothing herein contained shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any Share solely or jointly held by him.
44. Any person becoming entitled to a Share in consequence of the death or bankruptcy of a Member may, upon such evidence as to his title being produced as may from time to time be required by the Directors, and subject as hereinafter provided, either be registered himself as holder of the Share or elect to have some person nominated by him registered as the transferee thereof.
45. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have his nominee registered, he shall testify his election by executing to his nominee a transfer of such Share(s). All the limitations, restrictions and provisions of these presents relating to the right to transfer and the registration of transfer of Shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer executed by such Member.
46. A person becoming entitled to a Share in consequence of the death or bankruptcy of a Member shall be entitled to receive and may give a discharge for all dividends and other moneys payable in respect of the Shares, but he shall not be entitled to receive notice of or to attend or vote at meetings of the Company or, save as aforesaid, to any of the rights or privileges of a Member until he shall have become a Member in respect of the Share, and should he fail either to transfer the Share or to elect to be registered as a Member in respect thereof within sixty days of being required so to do by the Directors, he shall in the case of Shares which are fully paid up be deemed to have elected to be registered as a Member in respect thereof, and may be registered accordingly.
- Transmission on death
- Registration of Execution and Trustees in Bankruptcy
- Notice of Election to be registered and registration of nominee
- Right of unregistered executors and trustee
- Notice requiring payment of Calls
- Notice to state time and place for payment

## FORFEITURE OF SHARES

47. If a Member fails to pay the whole or any part of any call or installment of a call on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of such call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued and all expenses which may have been incurred by the Company by reason of such non-payment.
48. The notice shall name a further day (not being less than seven days from the date of the notice) on or before which and the place where the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time and at the place appointed the Shares in respect of which the call was made will be liable to be forfeited.
49. If the requirements of any such notice as aforesaid are not complied with, any Share in respect of which such notice has been given may at any time thereafter, before payment of all calls and interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited Shares and not actually paid before forfeiture.
50. When any Share has been forfeited in accordance with these presents, notice of the forfeiture shall forthwith be given to the holder of the Share, or the person entitled to the Share by transmission, as the case may be, and an entry of such notice having been given and of the forfeiture with the date thereof shall forthwith be made in the Register of Members opposite to the entry of the Shares; but no forfeiture shall be in any manner invalidated by any accidental omission or neglect to give such notice or to make such entry as aforesaid.
51. A forfeited Share shall become the property of the Company and may be sold, re-allotted or otherwise disposed of, either to the person who was, before forfeiture, the holder thereof or entitled thereto, or to any other person, upon such terms and in such manner as the Directors shall think fit, and at any time before a sale, re-allotment or disposition, the forfeiture may be cancelled on such terms as the Directors think fit. The Directors may if necessary, authorize some person to transfer a forfeited Share to any such other person as aforesaid.

Forfeiture on non – compliance with notice

Notice after forfeiture

Sale of Forfeited Shares

Rights and liabilities of Members whose Shares have been forfeited

Title to Forfeited Shares

52. A person whose Shares have been forfeited shall cease to be a Member in respect of the forfeited Shares, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all moneys which, at the date of the forfeiture, were payable by him to the Company in respect of the Shares, with interest thereon as shall be determined by the Directors from the date of forfeiture until payment, but the Directors may waive payment of such interest either wholly or in part and the Directors may enforce payment without any allowance for the value of the Shares at the time of forfeiture.
53. A statutory declaration in writing that the declarant is a Director or the Secretary of the Company, and that a Share has been duly forfeited on the date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the Share, and such declaration and the receipt of the Company for the consideration (if any) given for the Share on the sale, re-allotment or disposal thereof together with the certificate of proprietorship of the Share under seal delivered to a purchaser or allottee thereof shall (subject to the execution of a transfer if the same be required) constitute a good title to the Share, and the person to whom the Share is sold, re-allotted or disposed of, shall be registered as the holder of the Share and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the Share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the Share.

#### **INCREASE OF CAPITAL**

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| 54. | The Company may from time to time by a Written Resolution of all its Members increase its Share capital by such sum to be divided into Shares of such amount, as the resolution shall prescribe.   | Power to increase capital                    |
| 55. | The Company may by a Written Resolution of all its Members direct that new Shares, or any of them shall be offered in the first instance, either at par or at a premium, to the then Members or to the holders of any class of Shares for the time being, in proportion to the number of Shares or Shares of the class or group held by them respectively, or make any other provisions as to the issue of the new Shares. | Allotment of new Shares                      |
| 56. | All new Shares shall be subject to the provisions of these presets with reference to payment of calls, lien, transfer, transmission, and   | Right and liabilities attached to new Shares |

forfeiture unless otherwise provided in accordance with the powers contained in these presents, shall be Ordinary Shares.

### ALTERATIONS OF CAPITAL

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| 57. | The Company may by a Written Resolution of all its Members:-   | Power to consolidate 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.   | Power to cancel Shares                                       |
|     | (c) Sub-divide its Shares, or any of them, into Shares of smaller amount than is fixed by the Memorandum of Association (subject, nevertheless, to the provisions of the Act), and so that the resolution whereby any Share is sub-divided may determine that, as between the holders of the Shares resulting from such sub-division, one or more of the Shares may have any such preferred or other special rights over, or may have such deferred rights, or be subject to any such restrictions as compared with the others as the Company has power to attach to unissued or new Shares. | Power to sub- divide Shares<br><br>Power to increase capital |
|     | (d) Reduce its capital or any capital redemption reserve fund or any Share premium account in any manner authorized by the Act.  |  |
| 58. | The Company may by a Written Resolution of all its Members convert any paid-up Shares into stock, and reconvert any stock into paid-up Shares of any denomination.   | Conversion into stock  |
| 59. | The holders of stock may transfer the same, or any part thereof in the same manner, and subject to the same regulations as and subject to which the Shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances admit; and the Directors may from time to time fix the minimum amount of stock transferable but so that such minimum shall not exceed the nominal amount of the Shares from which the stock arose.   | Rights of stockholders to transfer stock                     |
| 60. | The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards  |  |

dividends, voting at meetings of the Company and other matters as if they held the Shares from which the stock arose, but no such privileges or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in Shares, have conferred that privilege or advantage.

Other rights and privileges of stockholders

Application of certain regulations to stock and stockholders

61. Such of the regulations of the Company as are applicable, to paid-up Shares shall apply to stock, and the words "Share" and "Shareholder" therein shall include "Stock" and "Stockholder".

### GENERAL MEETINGS

62.

- (a) A General Meeting shall be held as the Annual General Meeting once in every year, at such time (within a period of not more than fifteen months after the holding of the last preceding Annual General Meeting) and place as may be determined by the Directors. The General Meetings referred to in this Article shall be called "Annual General Meetings". All General Meetings other than Annual General Meetings shall be called "Extraordinary Meetings".

Annual General Meeting

- (b) Subject to the provisions of the Act, a resolution in writing signed by or on behalf of all the Shareholders for the time being entitled to receive notice of and to attend and vote at general meetings shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held, and may consist of two or more documents in like form each signed by or on behalf of one or more of the Shareholders.

Members resolution in writing

63. The Directors may call an Extraordinary Meeting whenever they think fit and shall, on requisition in accordance with the Act, proceed to convene an Extraordinary Meeting as required by the Act. In the case of Extraordinary General Meeting called in pursuance of a requisition, unless the Directors shall have called such meeting, no business other than that stated in the requisition, as the objects of the meeting shall be transacted.

Extraordinary Meeting

### NOTICE OF GENERAL MEETINGS

64. All meetings of Members shall be called by twenty-one days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and exclusive of the day for which

Notice of General Meetings required

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

65. The accidental omission to give notice to, or the non-receipt of notice by, any Member, shall not invalidate the proceedings at any General Meeting.

Omission and non – receipt of notice

#### **PROCEEDINGS AT GENERAL MEETINGS**

66. All business shall be deemed special that is transacted at an Extraordinary Meeting, and also all business that is transacted at an Annual General Meeting, with the exception of declaring dividends, the reading and consideration of the accounts and balance sheet and the ordinary reports of the Directors and documents required to be annexed to the balance sheet, the election of Directors and appointment of Auditors and other officers in the place of those retiring by rotation or otherwise, the fixing of the remuneration of the Auditors and the voting of remuneration or extra remuneration to the Directors.

Special Business

67. Any person entitled to be present and vote at a meeting may submit any resolution or amendment to the meeting, provided that at least five and not more than fourteen clear days before the day appointed for the meeting he shall have served upon the Company a notice in writing signed by him, containing the proposed resolution or amendment and stating his intention to submit the same.

Notice of resolutions and amendments by Members

68. Upon receipt of any such notice as in the last proceeding Article mentioned, the Secretary shall include in the notice of the meeting in any case where the notice of intention is received before the notice of the meeting is issued, and shall in any other case issue as quickly as possible to the Members notice that such resolution or amendments will be proposed. Any resolution or amendment of which such notice has not been given shall in the case of a resolution and may in the case of an amendment be ruled out of order, and the ruling of the Chairman shall be conclusive.

Issue of such notice

69. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business, save as herein otherwise provided that **two** Members present in person or by proxy shall be a quorum for all purposes. Quorum
70. 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 Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine, and if at such adjourned meeting a quorum is not present within fifteen minutes from the time appointed for holding the meeting, the Members present in person or by proxy shall be a quorum. Adjournment if quorum not present
71. 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, the Members present shall choose some Director, or if no Director be present, or if all the Directors present decline to take the chair, they shall choose some Member present to be Chairman. Chairman
72. The Chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. When a meeting is adjourned for fourteen days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting. Election of Chairman  
Adjournments  
Notice of Adjournments
73. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman or by at least two Members present in person or by proxy and entitled to vote, or by a Member or Members entitled either by reason of their own holding or as representatives or as proxies, to cast one-tenth or more of the votes which could be cast in respect of that resolution if all persons entitled to vote thereon were present at the meeting. Unless a poll is so demanded, a declaration by the Chairman that a resolution has been carried, or carried unanimously, or by a Method of Voting

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|     | 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 favor of or against such resolution.   | Demand of poll                              |
| 74. | 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                      |
| 75. | 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 scrutinizers 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                        |
| 76. | In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.  | Chairman's casting vote                     |
| 77. | A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. No notice need be given of a poll not taken immediately.  | Time for taking a poll                      |
| 78. | 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**

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| 79. | Subject to any special rights or restrictions as to voting attached by or in accordance with these presents to any class of Shares, on a show of hands every Member who is present in person shall have one vote 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. | Voting rights of Members       |
| 80. | 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   | Voting rights of joint holders |

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.

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| 81. | A Member of unsound mind, or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, curator bonis, or other person in the nature of a committee or curator bonis appointed by such Court, and such committee, curator bonis or other person may on a poll vote by proxy, provided that such evidence as the Directors may require of the authority of the person claiming to vote shall have been deposited at the Office not less than three days before the time for holding the meeting. | Voting rights of Lunatic Members        |
| 82. | No Member shall, unless the Directors otherwise determine, be entitled to vote at a General Meeting either personally or by proxy, or to exercise any privilege as a Member unless all calls or other sums presently payable by him in respect of Shares in the Company have been paid.   | No right to vote where a call is unpaid |
| 83. | 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                              |
| 84. | Votes may be given either personally or by proxy. On a show of hands a Member (other than a corporation) present only by proxy shall have no vote, but a proxy for corporation may vote on a show of hands. A proxy need not be a Member of the Company.  | Votes on a poll                         |
| 85. | Any corporation which is a Member of the Company may, by resolution of its directors or other governing body, authorize any person to act as its representative at any meeting of the Company or of any class of Members of the Company, and such representative shall be entitled to exercise the same powers on behalf of the corporation which he represent as if he had been an individual Shareholder, including power, when personally present, to vote on a show of hands.   | Voting of corporation                   |
| 86. | The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorized in writing, or if the appointer is a corporation either under the common seal or under the hand of an officer or attorney so authorized.   | Execution of proxies                    |

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| 87.              | 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 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 the poll at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.  | Deposit of proxies   |
| 88.              | An instrument of proxy may be in the usual common form or in such other form as the Directors shall prescribe. The proxy shall be deemed to include the right to demand, or join in demanding, a poll, and shall (except and to the extent to which the proxy is specially directed to vote for or against any proposal) include power generally to act at the meeting for the Member giving the proxy. A proxy, whether in the usual or common form or not shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates, and need not be witnessed. | Form of proxies  |
| 89.              | A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or revocation of the proxy, or of the authority under which the proxy was executed, or the transfer of the Share in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used.  | Intervening death or insanity of principal not to revoke proxy |
| <b>DIRECTORS</b> |  |  |
| 90.              | Unless and until otherwise determined by the Company in a General Meeting, or as provided in these Articles, the number of Directors shall not be less than <b>two</b> . The first directors of the Company shall be:-   | Number of Directors  |
|                  | <b>(a) Mumin Alliy Mbarak</b><br><b>(b) Hinnid Nassor Mahsein</b>  |  |
| 91.              | The Directors shall be paid out of the funds of the Company by way of remuneration for their services, such sum as the Company in General Meeting may from time to time determine. The Directors shall also be paid all reasonable traveling, hotel and other expenses incurred by them in connection with attending and returning from Board Meetings   | Remuneration of Directors                                      |

or otherwise in connection with the business of the Company.

92. Any Director who serves on any committee or who devotes special attention to the business of the Company or who otherwise performs services which, in the opinion of the Board, are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary, percentage of profits or otherwise as the Board may determine, which shall be charged as part of the Company's ordinary working expenses
93. The office of a Director shall be vacated in any of the following events, namely:-
- (a) If (not being an Executive Director holding office as such for a fixed term) he resigns his office by writing under his hand left at the Office.
  - (b) If he has a receiving order made against him or compounds with his creditors.
  - (c) If he be found lunatic or of unsound mind.
  - (d) If he be absent from meetings of the Directors for six months without leave and the Directors resolve that, by reason of such absence, his office be vacated.
  - (e) If he be removed from office pursuant to Article 99.
94. A Director may hold any other office or place of profit under the Company (other than the office of Auditor) and may act in a professional capacity for the Company in conjunction with his office of Director, on such terms as to remuneration and otherwise as the Board may determine, and no Director or intending Director shall be disqualified by his office from contracting with the Company, either with regard to his tenure of any such other office or place of profit, or as vendor, purchaser or otherwise, nor shall any such contract, or any contract arrangement entered into by or on behalf of the Company in which any Director is in any way interested be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding that office, or of the fiduciary relating thereby established, provided that the nature of the interest of the Director in such contract or proposed contract or arrangement be declared at the meeting of the Directors at which the question is first taken into consideration if his interest then exists, or

Extra remuneration

Vacation of office of Directors

Power of Directors to hold offices of profit and to contract with Company

in any other case at the next meeting of the Directors held after he became interested. A Director may 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 he gives notice of the nature of his interest in any such contract or arrangement in the same manner as aforesaid. A general notice given to the Board by a Director to the effect that he is a member of or beneficially interested in a specified firm or company and is to be regarded as interested in any contracts or arrangements which may be made with that firm or company after the date of such notice shall be sufficient declaration of interest under this Article.

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| 95. | The Directors shall elect, by Special Resolution, from amongst their own body a Chairman of the Board of Directors on such terms and for such period (subject always to the provisions of these presents) as they may think fit.  | Chairman<br>Chairman  |
| 96. | Subject to any provisions to the contrary contained in the Act or in these Presents, the Directors may, by Special Resolution, entrust to and confer upon the Chairman and upon a Director holding any such executive office as aforesaid any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit, and either collectively 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. | Powers of<br>Chairman<br>and<br>Executive<br>Directors                                  |
| 97. | The Company in a General Meeting may from time to time, by Special Resolution, increase or reduce the number of Directors.  | Power to<br>Increase<br>number of<br>Directors  |
| 98. | The Shareholders/Members may, by Special Resolution of the Board have power, from time to time, to appoint any person to be a Director, to fill a casual vacancy occurring as stipulated in Article 93 provided that the appointed Director may be so removed pursuant to Article 99, but so that the total number of Directors shall not at any time exceed the maximum number fixed by or in accordance with these presents.  | Power to<br>fill<br>casual<br>vacancies<br>and<br>to appoint<br>additional<br>Directors |
| 99. | The Shareholders may, by a Special Resolution, remove any Director before the expiration of his period of office, and may appoint another person in his stead. Notwithstanding the forgoing, each Shareholder holding twenty five percent (25%) of the issued shares in the Company shall have the right to appoint one Director, based on this Shareholding quota. A Shareholder appointing a Director shall have the power to remove that Director at any time without needing consent from the other Shareholders.             | Removal and<br>Appointment<br>of Directors  |

## POWERS OF DIRECTORS

100. The business of the Company shall be managed by the Directors, who may exercise all such powers of the Company as are not by the Act or by these presents required to be exercised by the Company in the General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the Act, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by Special Resolution of the Company, but no regulation so made by the Company shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Article. For avoidance of doubt, the Directors shall have the power to appoint the Secretary to the Company's affairs.
101. The Directors may arrange that any branch of the business carried on by the Company or any other business in which the Company may be interested shall be carried on by or through one or more subsidiary companies, and they may on behalf of the Company make such arrangements as they think advisable for taking the profits or bearing the losses of any branch or business so carried on or financing, assisting or subsidizing any such subsidiary company or guaranteeing its contracts, obligations or liabilities and they may appoint, remove and re-appoint any persons (whether Members of their own body or not) to act as directors, executive Directors or managers of any such company or any other company in which the Company may be interested, and may determine the remuneration (whether by way of salary, commission on profits or otherwise) of any person so appointed, and any Directors of this Company may retain any remuneration so payable to them.
102. The Directors 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 Directors, 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 Directors under these presents) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit, and may also authorize any such attorney to sub-delegate all or any of the powers, authorities and discretion vested in him.

General  
power of  
Directors  
to manage  
Company's  
business

103. The Company may exercise the powers conferred by the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors.
104. The Company, or the Directors on behalf of the Company, may cause to be kept in any part of the world in which the Company transacts business, a Branch Register or Registers of Members resident there and the Directors may (subject to the provisions of the Act) make and vary such regulations as they may think fit respecting the keeping of any such Register.

### **BORROWING POWERS**

105. The Shareholders (or their duly appointed Directors) **jointly** shall sign to raise or borrow for the purposes of the Company's business such sum or sums of money as they may in their absolute discretion think fit. The Shareholders 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 Shareholders may think expedient.
- Power to borrow and to give security
106. Subject to the provisions of these presents, a Director of the 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 the Company or in which the Company may be interested as Shareholder or otherwise, and no such Director shall be accountable for any remuneration or other benefits received by him as director or officer of, or from his interest in such other company. The Board may also exercise the voting power conferred by the Shares in favor of any resolution appointing it or any of its number, directors or officers of such other company. Furthermore, any Director of the Company may vote in favor 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.
- Holding of Concurrent office
107. 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
- Signature of cheques and bills

executed, as the case may be, **by each Shareholder** or their respective appointed Directors.

### PROCEEDINGS OF DIRECTORS

- 108.
- a. The Directors may meet together for dispatch of business adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be determined by a majority of votes; the Chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time, summon a meeting of the Directors. Votes
- b. Any or all of the Directors or any Members of a committee or sub-committee of the Board may participate in a meeting of the Board or that committee or sub-committee by means of a conference telephone, video conferencing or any communication equipment which allows all persons participating in the meeting to hear and speak to each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in the quorum. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or if there is no such group, where the chairman of the meeting is present. Telephone and Video conference
109. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed at any other number **shall be two**. Quorum
110. The continuing Directors may act notwithstanding any vacancies in the Board, but if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these presents, the continuing Directors or Director may act for the purpose of filling up vacancies in the Board or of summoning General Meetings of the Company, but not for any other purpose. If there be no Directors or Director able or willing to act, then any Shareholder may summon a General Meeting of Shareholders for the purpose of appointing Directors. Proceedings in case of vacancies
111. The Chairman of the Board shall preside at all meetings of the Members. If at any meeting the Chairman shall be not present within fifteen minutes after the time appointed for holding the same, the Directors present may, pursuant to the provisions of these Presents, choose one of them to be Chairman of the meeting. Chairman

- |      |   |   |
|------|---|---|
| 112. | 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 Directors duly convened and held, and may consist of several documents in the like form, each signed by one or more of the Directors.  | Resolutions<br>in writing   |
| 113. | A meeting of the Directors for the time being, at which a quorum is present, shall be competent to exercise all powers and discretion for the time being exercisable by the Directors.  | Powers of<br>meeting at<br>which<br>a quorum<br>is<br>present     |
| 114. | Without prejudice and in addition to the provisions of these Presents, the Directors may delegate any of their powers to committees consisting of such number of members of their body as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on them by the Directors.   |   |
| 115. | The meetings and proceedings of any such committee, consisting of two or more Members, shall be governed by the provisions of these Presents regulating the meetings and proceedings of the Directors, so far as the same are applicable and are not superseded by any regulations made by the Directors under the last preceding Article.  | Power to<br>appoint<br>committees                                 |
| 116. | All acts done by any meeting of Directors, or of a committee of Directors, or by any person acting as a Director, shall as regards all persons dealing in good faith with the Company, notwithstanding that there was some defect in the appointment of any such Director, or person acting as aforesaid, or that they or any of them were disqualified, or had vacated office or were not entitled to vote, be as valid as if every such person had been duly appointed, and was qualified and had continued to be a Director and had been entitled to vote. | Validity of<br>acts<br>in spite<br>of<br>some<br>formal<br>defect |

## **ALTERNATE DIRECTORS**

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

Provisions for  
appointing  
and  
removing  
Alternate  
Directors

## **MINUTES**

118. The Directors shall cause proper minutes to be made in books to be provided for the purpose of all appointments of officers made by the Directors, of the proceedings of all meetings name of Directors and committees of Directors 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 Directors or committee, as the case may be, shall be sufficient evidence without any further proof of the facts therein stated.

Records of  
appointments  
and  
proceedings

## **THE SEAL**

119. 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

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

## DIVIDENDS

121. Subject to any special rights as to dividend attached to any new class of Shares in accordance with these presents, the profits of the Company available for dividend and resolved to be distributed in respect of any financial year or other period for which the Company's accounts are made up and submitted to the Company in General Meeting shall be apportioned and paid to the Members according to the amounts paid on the Shares held by them respectively during any portion or portions of the period in respect of which the dividend is paid but if any Share is issued on terms providing that it shall rank for dividends as from a particular date, such Share shall rank for dividends accordingly.
- Payment of dividends
122. No dividend shall be payable except out of the profits of the Company, or in excess of the amount recommended by the Directors.
- Dividends payable only out of profits
123. Any General Meeting declaring a dividend may resolve that such dividend be paid wholly or in part by the distribution of specific assets, and in particular of paid up Shares, debentures or debenture stock of the Company, or paid up Shares, debentures or debenture stock of any other company, or in any one or more of such ways.
124. If and so far as in the opinion of the Directors the profits of the Company justify such payments, the Directors may pay to the holders of any class of Shares interim dividends thereon of such amounts and on such dates as they think fit.
- Payment of interim dividends
125. No unpaid dividend, bonus or interest shall bear interest as against the Company.
- Dividends not to bear interest

126. The Directors may retain any dividends and bonuses payable on Shares on which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.
127. The payment by the Directors 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
128. 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

129. The Directors may from time to time set aside out of the profits of the Company and carry to reserve such sums as they think proper which shall at the discretion of the Directors be applicable for meeting contingencies or for the gradual liquidation of any debt or liability of the Company or for repairing or maintaining the works plant and machinery of the Company or for special dividends or bonuses or for equalizing dividends or for any other purposes to which the profits of the Company may properly be applied and pending such application may at the like discretion either be employed in the business of the Company or be invested in such investments (other than Shares of the Company) as the Directors think fit. The Directors may divide the reserve into such special funds as they think fit, and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided as they think fit. The Directors may also without placing the same to reserve carry forward any profits which they may think it not prudent to divide. Carry profit to reserve  
Application of reserve  
Division of reserve into special funds
130. The Directors may establish a reserve to be called the Capital Reserve, which shall not be available for dividend, but which shall be available to meet depreciation or contingencies or for repairing, improving, or maintaining any property of the Company or for such other purposes as the Directors may in their discretion think conducive to the interests of the Company, and the Directors may invest the sums standing to the Capital Reserve in such investments as they think fit, other than Shares or stock of the Company, and may from time to time deal with or vary such investments and dispose of all or any part Power to carry forward profits

thereof with full power to employ the Capital Reserve in the business of the Company, and that without keeping it separate from the other assets and with power to divide the said Capital Reserve into separate accounts or funds if they think fit.

Power to establish and deal with a Capital Reserve

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

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

Power to capitalize profits

### **ACCOUNTS**

132. The Directors shall cause proper books of account to be kept with respect to:-
- a. all sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure takes place;
  - b. all sales and purchases of goods by the Company; and
  - c. the assets and liabilities of the Company.
133. The books of account shall be kept at the Office or at such other place as the Directors think fit, and shall always be open to the inspection of the Directors. No Member (other than a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by the Act or authorized by the Directors or by the Company in General Meeting.

Directors to keep proper accounts

Inspection of books

134. The Directors shall once at least in every year lay before the Company in General Meeting a profit and loss account and a balance sheet containing a general summary of the capital, the assets, and the liabilities of the Company arranged under suitable heads, both made up to a date not more than six months before the meeting.
135. Every such balance sheet as aforesaid shall be signed on behalf of the Board by two of the Directors, and shall have attached to it a report of the Directors as to the state of the Company's affairs and the amount which they recommend to be paid by way of dividend to the Members, and the amount (if any) which they have carried or propose to carry to the Capital Reserve, Fund, general reserve or reserve account shown specifically on the balance sheet or to be shown specifically on a subsequent balance sheet. The balance sheet shall also have attached or annexed to it, the Auditors' report and such other documents as the Act may require.
136. Proper books shall not be deemed to be kept if they are not recorded in accordance with International Financial Reporting Standards (**IFRS**) as are necessary to give a true and fair view of the state of the Company's affairs and explain its transactions.

Submission of  
Balance  
sheets  
and profits  
and  
loss account

Signature of  
balance sheets

#### **AUDIT**

137. 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.
138. No Director or other officer of the Company, nor 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.

Appointment  
of  
Auditors

Directors  
not  
to be  
Auditors

## NOTICES

139. Any notice or document may be served by the Company on any Member wherever resident either personally or by fax or telex or by sending it through the post in a prepaid letter addressed to such Member at his registered address as appearing in the Register of Members, provided that if such address is outside Tanzania, such letter shall be sent by air mail and registered email. In respect of joint holdings, all notices shall be given to that one of the joint holders whose name stands first in the Register of Members, and notice so given shall be sufficient notice to all the joint holders.
140. Any notice or other document, if sent by telefax or e-mail shall be deemed to have been served as soon as the message has been transmitted, and if served by post, shall be deemed to have been served Ninety-six hours after the letter containing the same is posted, and in proving such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed, stamped and posted.
141. Any notice or document delivered or sent by registered post to or left at the registered address of any Member in pursuance of these presents shall, notwithstanding that such Member be then dead or bankrupt, and whether or not the Company have notice of his death or bankruptcy, be deemed to have been duly served in respect of any Share registered in the name of such Member as sole or joint holder, and such service shall for all purposes be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the Share.

Service of  
Notices

Proof of  
postage  
to be  
sufficient  
proof of  
service

Service to  
be  
sufficient  
not  
withstanding  
death  
or bankruptcy  
of  
Member  
served

## WINDING-UP

142. 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. 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

Provisions  
relating  
to  
liquidation



the Company dissolved, but so that no contributory shall be compelled to accept any Shares in respect of which there is a liability.

#### **INDEMNITY**

143. Subject to the provisions of the Act every Director, Managing Agent, Auditor, Manager, Secretary or officer or Servant of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

Indemnity of  
Directors and  
officers or  
servants

144. No Directors, Managing Agent, Auditor or other officers of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or Officer, or for joining in any receipt or other act for conformity or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency or any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person with whom any moneys, securities or effects shall be deposited, or for any loss occasioned by any error of judgment, omission, default or oversight on his part, or for any other loss, damages or misfortune whatsoever which shall happen in relation to the execution of the duties of his office or in relation thereto, unless the same happen through his own dishonesty.

| Names, Addresses and Description of Subscribers/Members   | Number of Shares Taken | Signature(s)  |
|---|------------------------|---|
| <p>Mumin Alliy Mbarak<br/>Upanga, Nyangoro Street,<br/>P.O Box 19010,<br/>Dar es Salaam, Tanzania.</p>    | <p>2000</p>            | <br>.....<br>Shareholder |
| <p>Hinnid Nassor Mahsein<br/>Upanga, Nyangoro Street,<br/>P.O Box 19010,<br/>Dar es Salaam, Tanzania.</p> | <p>2000</p>            | <br>.....<br>Shareholder |

Dated the 21 day of June, 2023

Witness to the above signatures:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Qualification: \_\_\_\_\_

Date: \_\_\_\_\_



*[Handwritten signature]*