

THE COMPANIES ACT
(NO. 17 OF 2015, LAWS OF KENYA)

COMPANY LIMITED BY SHARES

AMENDED MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

EZEETEC LIMITED

Incorporated the 7TH day of AUGUST 2003

DRAWN BY:

KILONZO, MANG'EA & COMPANY

Advocates, Commissioners for Oaths & Notaries Public

Vision Plaza, 2nd Floor – Unit 20, Mombasa Road

P.O Box 35603-00200

NAIROBI

THE COMPANIES ACT
(NO. 17 OF 2015, LAWS OF KENYA)

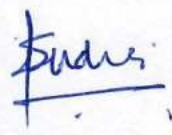



COMPANY LIMITED BY SHARES

AMENDED MEMORANDUM OF ASSOCIATION
OF
EZEETEC LIMITED

1. The name of the Company is **"EZEETEC LIMITED"**
2. The registered office of the Company will be situate in the Republic of Kenya
3. The objects for which the Company is established are:-

Unrestricted pursuant to Section 28 (1) of the Companies Act (No. 17) of 2015 but the primary business activity of the Company shall be all aspects of Electrical, Civil and Mechanical Engineering, Manufacturing and General Trading.
4. The liability of the members is limited.
5. The share capital of the Company is Kenya Shillings Twenty Million (Kshs.20,000,000/-) divided into Twenty Thousand (20,000) Ordinary shares of Kenya Shillings One Thousand (Kshs.1,000/-) each with power for the Company to increase or reduce such capital and to divide any shares in the capital of the Company for the time being into different classes and to attach thereto respectively any preferential, deferred, qualified or other rights, privileges, restrictions or conditions.

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

NAME, POSTAL ADDRESSES AND OCCUPATIONS OF SUBSCRIBERS	NO. OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURES OF SUBSCRIBERS
SHAMIR DHARAMSHI RADIA P.O BOX P.O BOX 66614-00800, WETSLANDS- KENYA	<u>ORDINARY</u> 8,000 (EIGHT THOUSAND)	
PAROOL SHAMIR RADIA P.O BOX P.O BOX 66614-00800, WETSLANDS- KENYA	5,000 (FIVE THOUSAND)	
SANDIP DATTATRAYA PATANKAR P.O BOX P.O BOX 66614-00800, WETSLANDS- KENYA	5,000 (FIVE THOUSAND)	
SAHIL SHAMIR RADIA P.O BOX P.O BOX 66614-00800, WETSLANDS- KENYA	2,000 (TWO THOUSAND)	
TOTAL SHARES TAKEN	20,000 (TWENTY THOUSAND)	

DATED THIS 27th DAY OF OCTOBER 2022

WITNESS to the above signatures:-



CERTIFICATE UNDER THE COMPANIES REGULATIONS

It is hereby certified that the above Memorandum of Association of "EZEETEC LIMITED" were produced by the process of Xerography.



**THE COMPANIES ACT
(NO. 17 OF 2015, Laws of Kenya)**

COMPANY LIMITED BY SHARES

**AMENDED ARTICLES OF ASSOCIATION
OF**

EZEETEC LIMITED

PRELIMINARY

1. The (General) Regulations, 2015, Fourth Schedule to the Companies Act shall, except as hereafter provided and so far as the same are not inconsistent with the provisions of these articles, apply to the Company.
2. In these Articles, if not inconsistent with the subject or context:
The words standing in the first column of the following Table shall bear the meanings set opposite to them respectively in the second column thereof:

WORDS	MEANINGS
The Act	The Companies Act No. 17 of 2015
These Articles	These Articles of Association as now framed or as from time to time altered by special resolution.
The Company	EZEETEC LIMITED
The Seal	The Common Seal of the Company.
Kenya	The Republic of Kenya
Month	Calendar Month.
The Board	The Board of Directors of the Company or the directors present at a duly convened meeting of the directors at which quorum is present.
In writing	Words written, printed, lithographed or represented or reproduced in any other mode in visible form.
Paid up	Paid up or credited as paid.

Words signifying the singular number only shall include the plural number and vice versa;

Words signifying the masculine gender only shall include the feminine gender;

Words importing persons shall include corporations;

The expression "directors" shall include an alternate director;

The expression "the secretary" shall include a temporary or assistant secretary and any person appointed by the Board to perform any of the duties of the secretary.

The expression "dividend" shall include bonus.

Reference in these Articles to any provision of the Act shall be construed as a reference to such provision as modified or re-enacted by any Act for the time being in force.

3. Subject to the last preceding Article, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these Article.

PRIVATE COMPANY

4. The Company is a Private Company and accordingly:-
 - (a) The number of members of the Company (exclusive of persons who are in the employment of the Company and of persons who, having been formally in the employment of the Company while in such employment and have continued after the determination of such employment to be members of the Company) is limited to fifty (50); Provided that where two (2) or more persons hold one (1) or more shares in the Company jointly, they shall, for the purpose of this Article, be treated as a single member;
 - (b) Any invitation to the public to subscribe for any shares or debentures of the Company is prohibited;
 - (c) The Company shall not have power to issue share warrants to bearers;
 - (d) The right to transfer shares is restricted in the manner hereinafter provided.

BUSINESS

5. Any branch or kind of business which the Company is either expressly or by implication authorized to undertake may be undertaken by the Board at such time or times as it shall deem fit and, further, may be permitted by it to be in abeyance, whether such branch or kind of business may have been actually commenced or not so long as the Board may deem it expedient not to commence or proceed with the same.
6. The registered office of the Company shall be at such place in Kenya as the Board shall from time to time appoint.
7. No part of the funds of the Company shall be employed in the subscription or purchase of or in loans upon the security of the Company's shares or those of its holding company (if any) and the Company shall not give, whether directly or indirectly and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance for the purpose of or in connection with any purchase or subscription by any person of or for shares in the Company or in its holding company (if any) provided that nothing in this Article shall prohibit transactions mentioned in the provisions of the Companies Act No. 17 of 2015.

SHARE CAPITAL AND VARIATION OF RIGHTS

8. The share capital of the Company is Kenya Shillings Twenty Million (Kshs.20,000,000/-) divided into Twenty Thousand (20,000) Ordinary shares of Kenya Shillings One Thousand (Kshs.1,000/-) each.
9. Without prejudice to any special rights previously conferred on the holders of any shares or class of shares, any share in the Company may be issued with or have attached thereto such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise, as the Company may from time to time by ordinary resolution determine.

10. Subject to the provisions of the Act, any preference shares may, with the sanction of a special resolution, be issued upon the terms that they are or, at the option of the Company, are liable to be, redeemed on such terms and in such manner as the Company may by special resolution determine.
11. If, at any time, the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may from time to time (whether or not the Company is being wound up) be altered or abrogated with the consent in writing of the holders of not less than three-fourths of the issued shares of that class or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class. To every such separate general meeting, all the provisions of these Articles relating to general meetings of the Company shall, mutatis mutandis, apply but so that the necessary quorum shall be two (2) persons at least, holding or representing by proxy not less than one-third of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll.
12. The special rights conferred upon the holders of any shares or class of shares shall not, unless otherwise expressly provided by the conditions of issue of such shares, be deemed to be altered by the creation or issue of further shares ranking *pari passu* therewith.
13. Subject to the provisions of these Articles, the shares in the capital of the Company shall be at the disposal of the Board which may allot, grant options over or otherwise dispose of them to such persons, for such consideration, on such terms and conditions and at such times as it may determine provided that no shares shall be issued at a discount except in accordance with the Act.
14. Unless otherwise determined by special resolution and except in the case of the issue of shares pursuant to any rights previously conferred in accordance with these Articles, whenever the Board proposes to issue any shares they shall offer them in first instance to members (other than preference shareholders not specifically entitled to them under the terms of issue of their preference shares) in proportion as nearly as may be to the number of existing shares held by them. Such offer shall be made by notice in writing specifying the number of shares to which the member is entitled and limiting a time (not less than twenty-one (21) days) within which the offer, if not accepted, will be deemed to be declined and the expiration of that time (if the offer is not accepted) or on the receipt of an intimation from the member to whom the offer is made, that he declines to accept the shares offered, the Board may allot or otherwise dispose of those shares to such persons and upon such terms as maybe decided by it. The Board may likewise so dispose of any shares, which, by reason of the ratio which the offered shares bear to existing shares, cannot in the opinion of the Board be conveniently offered under this Article.
15. 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 and the number of shares which the persons have agreed for a commission to subscribe absolutely shall be disclosed in the manner required by the said Act and that such commission shall not exceed ten per cent (10%) of the price at which the shares in respect whereof the same is paid or are issued or an amount equal to ten per cent (10%) of such price (as the case may be). Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company also, on any issue shares, pay such brokerage as may be lawful.
16. If any shares in the capital of the Company are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provision of any plant which cannot be made profitable for a long time, the Company may, subject to the conditions and restrictions mentioned in the Act, pay interest on so much of such share capital as is for the time being paid up and may charge the same to capital as part of the cost of construction of the works or buildings or the provision of plant as the case may be.
17. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as by these Articles or by law otherwise required or

provided) any other right in respect of any share other than an absolute right to the entirety thereof in the registered holder.

CERTIFICATES

18. Every person whose name is entered as a member in the register of members shall be entitled, without payment, to one (1) certificate for all his shares of each class and, when part only of the shares comprised in a certificate is sold or transferred, to a new certificate for the remainder of the shares so comprised or, upon payment of such sum not exceeding Kenya Shillings twenty (Kshs. 20/-) for every certificate after the first as the Board shall from time to time determine. Every certificate shall be issued within sixty (60) days after allotment or lodgement of the instrument of transfer (or within such other period as the conditions of issue shall provide), shall be under the Seal and shall specify the share or shares to which it relates and the amount paid up thereon. In the case of shares held jointly with several persons, the Company shall not be bound to issue more than one (1) certificate therefore and delivery of a certificate to one (1) of the several joint holders shall be sufficient delivery to all.
19. If a share certificate is defaced, lost or destroyed, it may be replaced on payment of such fee, if any, not exceeding Kenya Shillings twenty (Kshs. 20/-) and, in the case of loss or destruction, on such terms, if any, as to evidence and indemnity and payment of the out-of-pocket expenses of the Company for investigating such evidence as the Board may think fit and, in the case of defacement, on delivery of the old certificate to the Company.

LIEN

20. The Company shall have a lien on every share (other than a fully paid share) registered in the name of a member (whether solely or jointly with others) for all monies (whether presently payable or not) due by such member or his estate, either alone or jointly with any other person, to the Company but the Board may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a share shall extend to all dividends payable thereon.
21. The Company may sell, in such manner as the Board may determine, any share on which the Company has a lien but no sale shall be made unless such sum in respect of which the lien exists is presently payable or before the expiration of fourteen (14) days after a notice in writing stating and demanding payment of the sum presently payable and giving notice of the intention to sell in default, shall have been given to the holder for the time being of the share or to the person entitled by reason of his death or bankruptcy to the share.
22. To give effect to any such sale, the Board may authorise any person to transfer the share sold to the purchaser thereof. The purchaser shall be registered as the holder of the share and he shall not be bound to see to the application of the purchase money nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the sale.
23. The net proceeds of any such sale, after payment of the costs of such sale, shall be applied in or towards payment or satisfaction of the debt or liability in respect whereof the lien exists so far as the same is presently payable and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the share prior to the sale) be paid to the person entitled to the share at the time of the sale.

CALLS ON SHARES

24. The Board may, from time to time, make calls upon the members in respect of any monies unpaid on their shares and not, by the conditions of allotment thereof, made payable at fixed times and each member shall (subject to the Company giving to him at least fourteen (14) days notice specifying the time or times and place of payment) pay to the Company at the time or times and place specified the amount called on his shares. A call may be revoked or postponed as the Board may determine.

25. A call shall be deemed to have been made at the time when the resolution of the Board authorizing the call was passed and may be required to be paid by instalments.
26. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
27. 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 same from the day appointed for payment thereof to the time of actual payment at such rate, not exceeding fifteen per cent (15%) per annum, as the Board may determine but the Board may waive payment of such interest wholly or in part.
28. Any sum which, by the terms of issue of a share, becomes payable on allotment or any fixed date, whether on account of a nominal amount of the share or by way of premium, shall for all the purposes of these Articles 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 Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such had become payable by virtue of a call duly made and notified.
29. The Board may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.
30. The Board may, if it thinks fit, receive from any member willing to advance the same all or any part of the monies uncalled and unpaid upon any shares held by him and upon all or any other monies so advanced and may (until the same would, but for such advance, become presently payable) pay interest at such a rate, not exceeding (unless the Company in general meeting shall otherwise direct) fifteen per cent (15%) per annum, as maybe agreed upon between the Board and the members paying such sum in advance.

TRANSFER OF SHARES

31. The transfer of any share in the Company shall be in writing in any usual or common form and shall be signed by the transferor and the transferee. 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. All instruments of transfer, when registered, shall be retained by the Company.
32.
 - a) Subject to the provisions of Article 33 no shares in the Company shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted;
 - b) Every member who desires to transfer any share or shares (hereinafter called the "vendor") shall give to the Company notice in writing of such desire (hereinafter called "the transfer notice"). Subject as hereinafter mentioned, a transfer notice shall constitute the Company the vendor's agent for the sale of share or shares specified therein (hereinafter called "the said shares") to the members other than the vendor at a price to be agreed upon by the vendor and the Board or, in case of difference at the price which the auditor of the Company for the time being shall, by writing under his hand, certify to be in his opinion the fair value thereof as between a willing seller and a willing buyer. A transfer notice may contain a provision that, unless all the shares comprised shall be sold none should be sold any any such provision shall be binding on the Company;
 - c) If auditor is asked to certify the fair price as aforesaid, the Company shall, as soon as it receives the auditor's certificate, furnish a certified copy thereof to the vendor and the vendor shall be entitled, by notice in writing given to the Company within ten (10) days of the service upon him of the said certified copy, to cancel the Company's authority to sell the said shares. The cost of obtaining the certificate shall be borne by the Company unless the vendor shall give notice of cancellation as aforesaid in which case he shall bear the said cost;

- d) Upon the price being fixed as aforesaid and provided the vendor shall not give notice of cancellation as aforesaid, the Company shall forthwith by notice in writing inform each member other than the vendor of the number and size of the said shares and invite each such member to apply in writing to the Company within twenty-one (21) days of the date of service of the notice for such maximum number of the said shares (being all or any part thereof) as he shall specify in such application;
- e) If the said members or any of them shall within the said period of twenty-one (21) days apply for all or (except where the transfer notice provides otherwise) any of the said shares, the Board shall allocate the said shares (or so many of them as shall be applied for as aforesaid) to or amongst the applicants and in case of competition pro rata (as nearly as possible) according to the number of shares in the Company of which they are registered or unconditionally entitled to be registered as holders, provided that no applicant shall be obliged to take more than the maximum number of shares specified by him as aforesaid. The Company shall forthwith give notice of such allocations (hereinafter called "an allocation notice") to the vendor and to the persons to whom the shares have been allocated and shall specify in such notice the place and time (being not earlier than fourteen (14) and not later than twenty-eight (28) days after the date of the notice) at which the sale of the shares so allocated shall be completed;
- f) The vendor shall be bound to transfer the shares comprised in an allocation notice to the purchaser named therein at the time and place therein specified and, if he shall fail to do so, the chairman of the Company or some other person appointed by the directors shall be deemed to have been appointed attorney of the vendor with full power to execute, complete and deliver, in the name and on behalf of the vendor, a transfer of the shares to the purchaser thereof against payment of the price to the Company. On payment of the price to the Company, the purchaser shall be deemed to have obtained a good quitance for such payment and on execution and delivery of the transfer the purchaser shall be entitled to insist upon his name being entered in the register of members of the Company as the holder by transfer of shares. The Company shall forthwith pay the price into a separate bank account in the Company's name and shall hold such price in trust for the vendor;
- g) During the six (6) months following the expiry of the said period of twenty-one (21) days referred to in paragraph (d) hereof, the vendor shall, subject nevertheless to the provisions of Article 34, be at liberty to transfer to any person and at any price (not being less than the price fixed under paragraph (b) hereof) any share not allocated by the directors in an allocation notice provided that, if the vendor stipulated in his transfer notice that, unless all the shares comprised therein were sold pursuant to this Article none should be sold, the vendor shall not be entitled, save with the written consent of all the other members of the Company, to sell hereunder only some of the shares comprised in his transfer notice.

33. The rights of pre-emption conferred in Article 32 hereof shall not apply to:-

- a. any transfer approved in writing by all the members;
- b. any transfer by a member to the spouse, child, brother, sister or parent of that member;
- c. any transfer by the personal representative of a deceased member to the widow, widower, child, brother, sister or parent of that deceased member;
- d. Any transfer by the trustees, executors or administrators of a deceased member to new trustees, executors or administrators upon any change thereof;
- e. any transfer by a corporate member to an associated company (that is to say any holding company or subsidiary of such corporate member and any other subsidiary of such corporate member and any other subsidiary of any such holding company)

- f. any transfer by a corporate member to a company formed to acquire the whole or a substantial part of the undertaking and assets of such corporate member as part of a scheme of amalgamation or reconstruction.
34. The Board may refuse to register any transfer of any share:-
- on which the Company has a lien;
 - to a person of whom they do not approve;
 - the registration of which would cause the number of members to exceed the maximum permitted by Article 4;
 - unless a fee not exceeding Kenya Shillings twenty (Kshs.20/-) is paid to the Company in respect thereof;
 - unless the instrument of transfer is accompanied by the certificate of the shares to which it relates and such other evidence as the Board may reasonably require to show the right of transferor to make the transfer;
 - unless the instrument of transfer is in respect of only one (1) class of shares.
35. If the Board refuses to register or transfer it shall, within sixty (60) days after the date on which the instrument of transfer was lodged with the Company, send to the transferee notice of the refusal.
36. The registration of transfers may be suspended at such time and for such periods as the Board may from time to time determine, provided always that such registration shall not be suspended for more than thirty (30) days in any year.
37. The company shall be entitled to charge a fee not exceeding Kenya Shillings twenty (Kshs.20/) on the registration of every probate, letters of administration, certificate of death or marriage, power of attorney or other instrument relating to or affecting the title to any share.

TRANSMISSION OF SHARES

38. In the case of the death of a member, the survivor 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 person recognised by the Company as having any title to his shares; provided that nothing herein contained shall release the estate of the deceased member from any liability in respect of any share solely or jointly held by him.
39. Any person becoming entitled to a share in consequence of death or bankruptcy of a member shall, upon such evidence being produced as may from time to time be required by the Board, have the right either to be registered as a member in respect of the share or instead of being registered himself, to make such transfer of the share as the deceased or bankrupt person could have made, and the Board shall, in either case, have the same right to refuse or suspend registration as it would have had in the case of a transfer of the share by the deceased or bankrupt person before the death or bankruptcy.
40. A person becoming entitled to a share by a reason of death or bankruptcy of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share except that he shall be entitled in respect of it to exercise any right conferred by membership in relation to general meetings of the Company, provided that the Board may, at any time, give notice in writing requiring any such person to elect either to be registered himself or to transfer the share and, if the notice is not complied with within three months after the date of service thereof, the Board may, thereafter, withhold payment of dividends and other monies payable in respect of the share until compliance with the notice has been effected.

FORFEITURE OF SHARES

41. If a member fails to pay any call or installment of a call in the day appointed for payment thereof the Board may, at any time thereafter while 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 together with any interest and expenses which may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.
42. The notice shall specify a date (being not less than fourteen (14) days from the date of service of the notice) on or before which and 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 such call was made or installment is payable will be liable to be forfeited. The Board may accept the surrender of any share liable to be forfeited hereunder and, in such case, references herein to forfeiture shall include surrender.
43. If the requirements of any such notice are not complied with, any share in respect of which such notice has been given may, at any time after the date specified in such notice, before the payment required by the notice has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited share and not actually paid before the forfeiture.
44. When any shares have been forfeited, notice of the forfeiture shall forthwith be given to the holder of the shares or to the person entitled to the shares by reason of the death or bankruptcy of the holder (as the case may be) but no forfeiture shall be invalidated by any omission or neglect to give such notice as aforesaid.
45. Forfeited shares shall be deemed to be the property of the Company and may be sold, re-allocated or otherwise disposed off upon such terms in such manner as the Board may think fit and, at any time before sale, re-allotment or other disposition, the forfeiture may be canceled on such terms as the Board may determine.
46. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares but shall, notwithstanding, remain liable to pay to the Company all monies which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares together with interest thereon at such rate (not exceeding fifteen per cent (15%) per annum) as the Board may determine, from the date of forfeiture until payment.
47. A statutory declaration in writing that a declarant is a director or the secretary of the Company and that shares have been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts stated therein as against all persons claiming to be entitled to the shares. Such declaration and the receipt by the Company of the consideration (if any) given for the shares on the sale, re-allotment or disposal thereof together with the certificate for the shares on the sale, re-allotment or disposal thereof together with the certificate for the shares delivered to a transferee or allottee thereof shall (subject to the execution of a transfer if the same be so required) constitute a good title to the shares and the person to whom the shares are sold, re-allocated or otherwise disposed of shall be registered as the holder thereof and shall not be bound to see the application of the consideration (if any) nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or other disposition of the shares.

CONVERSION OF SHARES INTO STOCK

48. The Company may from time to time, by ordinary resolution, convert any paid up shares into stock and may reconvert any stock into paid-up shares of any denomination.
49. The holders of stock may transfer the same or any part thereof in the same manner and subject to the same regulations as and subject to which the shares from which the stock arose might previous to conversion have been transferred, or as near thereto as circumstances admit and the directors may

from time to time fix the minimum amount of stock transferable but so that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

50. The holders of stock shall, according to the amount of the stock held by them, have the same rights, privileges and advantages as regards dividends, voting at general meetings of the Company and other matters as if they held the shares from which the stock arose but no such privilege or advantage (except participation in dividends and in the assets on a winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred such privilege or advantage.
51. All provisions of these Articles which are applicable to paid-up shares shall apply to stock and the words "share" and "shareholder" herein shall include "stock" and "stock-holder".

INCREASE OF CAPITAL

52. The Company may from time to time, by ordinary resolution, increase its capital by such sum to be divided into shares of such amounts as the resolution shall prescribe.

ALTERATION OF CAPITAL

53. The Company may, from time to time, by ordinary resolution;-
- a. Consolidate and divide all or any of its share capital into shares of larger amounts than its existing shares;
 - b. Sub-divide its shares or any of them into shares of smaller amounts than is fixed by the memorandum of association (subject nevertheless to the provisions of the Act) and the resolution whereby any share is so sub-divided may determine that one (1) or more of the shares resulting from such sub-division may carry any such preferred, deferred, special or qualified rights over or be the subject to any such restrictions as compared with the other or others as the Company has power to attach to unissued or new shares;
 - c. Cancel any shares which, at the date of the passing of the resolution, have not been issued or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

REDUCTION OF CAPITAL

54. The Company may from time to time, by special resolution, reduce its share capital, any capital redemption reserve fund or any share premium account in any manner and with and subject to any incident authorized and consent required by law.

GENERAL MEETINGS

55. The Company shall, in each year, hold a general meeting as its annual general in addition to any other meetings in that year and shall specify the meeting as such in the notice calling it. Not more than fifteen (15) months shall elapse between the date of one (1) annual general meeting of the Company and that of the next. So long as the Company holds its first annual general meeting within eighteen (18) months of its incorporation, it need not hold it in the year of its incorporation or in the following year. Annual and other general meetings shall be held at such times and places as the Board shall appoint. All general meetings, other than annual general meetings, shall be called extraordinary general meetings.
56. The Board may, whenever it thinks fit, convene an extraordinary general meeting and extraordinary general meetings shall also be convened on such requisition or, in default, may be convened by such requisitionists as is provided by the Act. If, at any time, there are not within Kenya sufficient directors capable of Acting to form a quorum, any director or any two (2) members of the Company may convene an extraordinary general meeting in the same manner, as nearly as possible, as that in which meetings may be convened by the Board.

NOTICE OF GENERAL MEETINGS.

57. Every general meeting shall be called by at least twenty-one (21) days' notice in writing (exclusive of the day on which it is served or deemed to be served and of the day for which it is given). The notice shall specify the place, the date and the time of such general meeting and, in case of special business, the nature of that business and shall be given, in manner hereinafter mentioned or any such other manner, if any, as may be prescribed by the Company in general meeting to such persons as are, under these Articles, entitled to receive such notices from the Company; Provided that with the consent in writing of all the members entitled to receive notice thereof, a meeting may be called by shorter notice than that specified in this Article.
58. In every notice calling a meeting there shall appear, with reasonable prominence, a statement that a member entitled to attend and vote thereat is entitled to appoint one (1) or more proxies to attend and vote in his stead and that a proxy need not be a member.
59. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by any person entitled to receive such notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS.

60. All business shall be deemed special that is transacted at an extraordinary general meeting and also all business that is transacted at an annual general meeting with the exception of the declaration and sanctioning of dividends the consideration of the accounts and balance sheets (and any other documents accompanying or annexed thereto) the reports of the directors and auditors, the election of directors, the appointment of auditors and the fixing of the remuneration of the directors and auditors.
61. No business shall be conducted at any general meeting unless a quorum is present when the meeting proceeds to business. Save as otherwise provided by these Articles, two (2) members present in person or by proxy or by attorney or, in the case of a corporation, represented in accordance with Article 83 shall be a quorum, provided that one (1) member holding the proxy of one (1) or more other members or one (1) person holding the proxies of two (2) or more members shall not constitute a quorum.
62. If, within thirty (30) minutes of 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 and if, at such adjourned meeting, a quorum is not present within thirty (30) minutes of the time appointed for the meeting, the meeting shall be dissolved.
63. The chairman (if any) or, in his absence, the deputy-chairman (if any) of the Board shall preside at every general meeting. If there is no such chairman or deputy-chairman or if, at any meeting neither is present within fifteen (15) minutes of the time appointed for the same, or if neither is willing to act as chairman, the members present shall choose some director or, if no director is present or if none of the directors present are willing to act as chairman, they shall choose some member present to be chairman of the meeting.
64. The chairman of any meeting at which a quorum is present may, with the consent of the meeting and shall, if so directed by the meeting, adjourn any meeting from time to time and from place to place as the meeting determines but no business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given in the same manner 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.
65. At any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless (before or on the declaration of the result of the show of hands) a poll is demanded by

the chairman of the meeting or by any member present in person or by proxy or, in the case of a corporation, represented in accordance with Article 83. Unless a poll is so demanded, a declaration by the chairman of the meeting that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry to that effect in the book containing minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favor or against such resolution.

66. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time and place and in such manner as the chairman of the meeting shall direct.
67. If a poll has been duly demanded, the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
68. 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 a poll has been demanded and such demand may be withdrawn at any time.
69. On a poll votes may be given personally or by proxy or by attorney or by a representative of a corporation appointed in accordance with Article 83.
70. In the case of an equality of votes, either on a show of hands or on a poll, the chairman of the meeting shall be entitled to a second or casting vote.
71. If any vote shall be counted which ought not to have been counted or might have been rejected, the error shall not vitiate the resolution unless it is pointed out that the same meeting 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.
72. Subject to the provisions of the Act, a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at general meetings (or being corporations by their representatives appointed in accordance with Article 83) shall be valid and effective as if the same had been passed at a general meeting of the Company duly convened and held. Such resolution may be contained in one (1) document or in several and either shall be treated as valid.

VOTES OF MEMBERS.

73. Subject to any special terms as to voting upon which any shares may be issued or may for the time being be held, on a show of hands every member who (being an individual) is present in person or by proxy or (being a corporation) is present by representative appointed in accordance with Article 83 shall have one (1) vote. On a poll every member shall have one (1) vote for each share of which he is the holder.
74. No member shall be entitled to receive any dividend or to be present at any general meeting or on a poll or to be reckoned in a quorum whilst any call or other sum shall be due and payable to the Company in respect of any of the shares held by him, whether alone or jointly with any other person.
75. In the case of joint holders of a share, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the register.
76. A member of unsound mind in respect of whose estate a manager has been appointed under Section 38 of the Mental Health Act (Chapter 248 of the laws of Kenya) may vote, whether on a show of hands or on a poll, by his said manager and any such manager may, on a poll, vote by proxy.
77. No objection shall be raised to the qualification 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.

78. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointer is a corporation, either under its common seal or under the hand of an officer or duly authorised attorney of such corporation. A proxy need not be a member of the Company but shall be entitled to the same right to address a meeting as the member appointing him.
79. 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 that power of authority shall be deposited at the registered office of the Company or at such place in Kenya as may be specified for that purpose in the notice convening the meeting not less than twenty-four (24) hours before the time for holding a meeting or adjourned meeting at which the person named in the instrument proposes to vote of, in the case of a poll, the time appointed for the taking of the poll and, in default, the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after their expiration of twelve (12) months from the date of its execution.
80. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:-

EZEETEC LIMITED

"I/we _____, of _____,
being a member/members of the above named Company, hereby appoint
_____ of _____ as my/our proxy to vote
for me/us on my/our behalf at the _____ annual/extraordinary general meeting of the
Company to be held on the _____ day of _____ and at any
adjournment thereof.
Signed this _____ day of _____
This form is to be used* in favour of /against the resolution.
Unless otherwise instructed, the proxy will vote as he thinks fit.
*strike out whatever is not desired"

81. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
82. 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 instrument of proxy or of the authority under which it was executed on the transfer of the share in respect of which the instrument of proxy was given, provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company before the commencement of the meeting or adjourned meeting or the taking of the poll at which the instrument of proxy is used.
83. Any corporation which is a member of the Company may by resolution of its directors or other governing body or by notification in writing under the hand of some officer of such corporation duly authorised in that behalf authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company and the persons so authorised shall be entitled to exercise the same powers on behalf of the corporation which represents as that corporation could exercise if it were an individual member of the Company.

DIRECTORS

84. The number of directors shall not be less than two (2) and not more than five (5). The first directors shall be appointed, in writing, by the subscribers to the memorandum of association.
85. The directors (other than those directors whose remuneration is determined by agreement between the Company and such directors) shall be entitled to such remuneration for their services as the Company may, from time to time, in general meeting, determine and such remuneration shall be

divided among the directors in such proportion and manner as they may determine or, failing such determination, equally . except that in such event any director holding office for less than a year shall only rank in such division in proportion to the period during which he has held office during such year. The directors, including alternate directors, shall also be entitled to be reimbursed by the Company in respect of their traveling, hotel and incidental expenses reasonably incurred while engaged in the business of the Company.

86. Any director who, by request, performs special or extraordinary services or goes or resides abroad on behalf of the company may be paid such extra remuneration (whether by way of lump-sum, salary, commission, percentage of profits or otherwise) as the Board may determine.
87. A director need not be a shareholder but shall be entitled to receive notice of and to attend and speak at all general meetings of the Company or at any separate meeting of the holders of any class of shares of the Company.
- 88.
- a) Any director may appoint another director or any other person who is approved by the directors to be his alternate to act as his place at any meeting of the Board at which he is unable to be present. Such appointee shall be entitled, in the absence of his appointor, to exercise all the rights and powers of a director and to attend and vote at meetings of the Board at which his appointer is not personally present and, where he is a director, to have a separate vote on behalf of his appointer in addition to his own vote. A director may at any time, revoke the appointment of an alternate appointed by him. The appointment of an alternate shall be revoked, ipso facto, if his appointer ceases for any reason to be a director. Every appointment and revocation under this article shall be effected by notice in writing under the hand of the appointer served on the Company and on such alternate director;
 - b) The remuneration of an alternate director shall be payable out of the remuneration of his appointer and shall be such proportion thereof shall be agreed between them;
 - c) An alternate director whose appointer is a member of the Company shall, in the absence of a direction to the contrary in the instrument appointed by him, be entitled to receive a notice of and to vote at general meetings of the Company as if he had been appointed a proxy of his appointer under the provisions of these Articles.
89. Every director shall remain in office until;
- a) he is removed from the office pursuant to the Act or by a special resolution of the Company in general meeting;
 - b) He ceases to be directed by virtue of the Act;
 - c) he becomes bankrupt or makes an arrangement of composition with his creditors generally;
 - d) he becomes prohibited from being a director by reason of any order made under the Act;
 - e) he becomes of unsound mind; or
 - f) he resigns his office by notice in writing to the Company.
90. The Board may, at any time and from time-to-time appoint a person to be directed to feel like actually can see or as an addition to the board but so far Duluth number director shall not ready to message the maximum number 6 by 4 in accordance with articles

91. The Company may, by ordinary resolution, appoint another person in place of a director removed from office under Article 89 and, without prejudice to the powers of the directors under, Article 19 the Company may, by ordinary resolution, appoint any person to be a director either to fill a casual vacancy or as an additional director.

DIRECTORS CONTRACTS

92. a) A director may contract with and be interested in any way, whether directly or indirectly, in any actual or proposed contract or arrangement with the Company, either as vendor, purchaser or otherwise, and shall not be liable to account for any profit made by him by reason of any such contract for arrangement, provided that the nature of the interest of the director in such contract or arrangement is declared at the meeting of the Board at which the question is first taken into consideration if his interest then exists or, in any other case, at the next meeting of the Board after he became interested and it shall be the duty of the director so as to declare his interest. No director shall vote as a director in respect of any contract or arrangement in which he is interested and, if he does vote, his vote shall not be counted but he shall, nevertheless, be counted in the quorum present at the meeting.

These prohibitions shall not apply:-

- i. to any arrangement for giving a director any security for advances or by way of indemnity or to any allotment to or any contract or arrangement for the underwriting or subscription by a director of shares or securities of the Company; or
- ii. to any contract or dealing in which the director is interested by reason only of his being a director or other officer, employee or nominee of any government or corporation or company which is a member of the Company or holding shares in a corporation or company which is a member of the company is interested in Such contact ordering whether directly or indirectly on this exception shall not cease to have effect may really by reason of the fact that the directors also share auto credit of any such government corporation or company of incorporation of company in which it is interested;

Provided that these provisions may at anytime be suspended or relaxed to any extent by the Company in general meeting.

- b) A director may hold office as a director or manager of or be otherwise interested in any other corporation or company in which the Company is in any way interested and shall not (unless it is otherwise agreed) be liable to account to the Company for any remuneration or other benefits receivable by him from such other corporation or company;
- c) A director may hold any other office or place of profit under the Company (except that of auditor) in conjunction with his office of director and on such terms as to remuneration and otherwise as the Board shall arrange;
- d) A director may act by himself or his firm in a professional capacity for the Company (except as auditor of the Company) and he or his firm shall be entitled to remuneration for professional services as if he were not a director.
- e) For the purpose of this Article, a general notice to the Board by a director at any meeting of the Board to the effect that he is a member of a specified corporation, company or firm, and is to be regarded as interested in any contact which may, after the date of the notice, be made with that corporation, company or firm, shall be deemed to be sufficient declaration of interest in relation to any contracts or made.

POWERS AND DUTIES OF THE BOARD

93. The Board may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and to issue income notes, bonds, debentures and other securities.
94. The business of the company shall be managed by the Board which may pay all such expenses of and preliminary and incidental to the promotion, formation, establishment and registration of the Company as it thinks fit and may exercise all such powers of the Company as are not by the Act or by these Articles required to be exercised by the Company in general meeting (subject nevertheless to the provisions of these Articles and of the Act) and to such regulations, being not inconsistent with such provisions, as may be prescribed by the Company in general meeting but no regulation made by the Company in general meeting shall invalidate any prior act of the Board 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 Board by any other article.
95. The Board may establish any local boards or agencies for managing any of the affairs of the Company, either in Kenya or elsewhere, and may appoint any persons to be members of such local boards or managers or agents and may fix their remuneration and may delegate to any local board, manager or agent any of the powers, authorities and discretions vested in the Board, with power to sub-delegate and may authorise the members of any local board or any of them to fill any vacancies therein and to act notwithstanding any vacancies. Any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit and the Board may remove any person so appointed and may annul or vary any such delegation but no person dealing in good faith and without notice of any such an annulment of variation shall be affected thereby.
96. The board may, by power of attorney, appoint any company, firm, or person or any fluctuating body of persons, whether the nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these articles) and for such period and subject to such conditions as it may think fit. Any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit and may also authorise any such attorney to sub-delegate all or any of the power authorities and discretions vested in him.
97. The Company may exercise the powers conferred by the Act with regard to having an official seal for use outside Kenya and such powers shall be vested in the Board.
98. The company may exercise the powers conferred by the Act with regard to the keeping of a branch register and the Board may make and vary such regulations as it may think fit regarding the keeping of any such branch register.
99. All cheques, promissory notes, drafts, bills of exchange and other negotiable and transferable instruments and all receipts for monies paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed as the case may be in such manner as the Board shall from time to time by resolution determine.
100. The director shall cause minutes to be made in books provided for the purpose recording in respect of every meeting of the company of the board and of Committees of the directors the names of all persons present and all resolutions and proceedings in such meeting 3 minutes of their research meeting shall be right at the next meeting of the company of the board of the committee of directors as the case may be and after being amended or corrected if necessary and approved by meet the meeting shall be signed by the chairman of the meeting and one source and Shelby prima facie evidence of the amount as stated herein.
101. The board may Grant pensions annuities graduate teachers or other Alliances on the signal disability or determine 20% movies for has been employed by or into the service of the company or any subsidiary company of the company or office Holding Company funny or to any person who is or has been a director or other officer of the company or any such subsidiary company or Holding

Company funny and to the wider family or dependence of such persons aboard masturbation maintain oracle with such subsidiary company or Holding Company funny as aforesaid in establishing and maintaining any skins of Alpha boarding such benefits as aforesaid and me pay out the funds for providing such benefits as aforesaid and make payout of the funds of the company any Premium contributions or some people by the company under the provisions of any such schemes of funds.

PROCEEDINGS OF THE BOARD.

102. The board memory together for the dispatch of business Arjun and otherwise regular check meetings at the things with questions arising at any meeting shall be determined by a majority of votes in case of any quality of what's the chairman should have a second or casting with the sec on the instructions of the chairman of the requisition of a director shall at any time someone about meeting at least seven days before notice inclusive of the date of service and the date of meeting of all board meetings around his waist by all directors or their respective alternate be given in Manor in after mention to order that is an alternate director
103. The quorum necessary for the transaction of the business of the Board shall be at least three (3) Directors provided that such Directors represent more than 50% shareholding in the Company.
104. The continuing directors may act notwithstanding any vacancy in their body but, if so long as the number is reduced below the minimum number fixed by or in accordance with these Articles as the necessary quorum for a board meeting, the continuing directors may act for the purposes of increasing the number of directors to that number or of summoning general meetings of the Company but not for any other purpose.
105. The board may elect a chairman and deputy-chairman of its meetings and determine the period for which they, respectively, are to hold office. If no such chairman or deputy chairman is elected or if at any meeting neither the chairman or deputy-chairman is present within fifteen (15) minutes after the time appointed for holding the same, the directors present may choose one (1) of their member to be chairman of the meeting.
106. A meeting of the Board at which a quorum is present shall be competent to exercise all powers and descriptions for the time being exercisable by the Board.
107. The Board may delegate any of its powers to committees, whether consisting of a member or members of his body or not, as it thinks fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.
108. The meetings and proceedings of any committee consisting of two (2) or more persons shall be governed by the provisions herein contained for regulating the meetings of and proceedings of the Board so far as the same are applicable and are not superseded by any regulations imposed by the Board under the last proceeding Article.
109. A resolution in writing signed or approved by letter, telegram or telex by all the directors (or their alternate directors) or by all the members of a committee or directors shall be as valid and effectual as a resolution passed at a meeting of the Board or, as the case maybe, a search committee duly called and constituted. Such resolution may be contained in one (1) document or in several documents in like form of each signed by one or more of the directors are members of the committee concerned.
110. All acts done by the Board or any committee of directors or by any person acting as a director shall notwithstanding that it is afterwards discovered that there were some defect in the appointment of any director or person acting as aforesaid or that they or any of them had vacated office or were not entitled to vote shall be as valid as if every person has been duly appointed and had continued to be a director or to act as aforesaid.

MANAGING DIRECTOR.

111. Board may from time to time appoint one (1) or more of its body to the office of managing director or manager for such period and upon such terms as it thinks fit and, subject to provisions of any agreement entered into in any particular case, may revoke such appointment. The appointment of any director holding such office (without prejudice to any claim he may have for damages for breach of contract of service between him and the Company) ipso facto determine if he sees his from any cause to be a director
112. A managing director or manager shall receive such remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Board may determine and either in addition to or in lieu of his remuneration as a director.
113. The Board may entrust to and confer upon a managing director or manager any of the powers exercisable by it (other than the powers to borrow money, charge the property and assets of the Company and pay dividends) upon such terms and conditions and with such restrictions as it thinks fit and either collaterally with or to the exclusion of its own powers and may from time to time object to the terms of any agreement entered into in any particular case revoke, withdraw, alter or vary all or any of such powers.

SECRETARY

114. The secretary shall be appointed by the Board for such term, at such remuneration and upon such conditions as it may think fit and the appointment of any Secretary may be terminated by the Board. The provisions of the Act shall be observed.

THE SEAL

115. The Board shall provide for the safe custody of the Seal which shall only be used by the authority of the Board or a committee of directors authorised by the Board in that behalf and every instrument to which the Seal shall be affixed shall be signed by a director and by the Secretary or by a second director or by some other person appointed by the Board for that purpose.

DIVIDENDS AND RESERVES

116. The Company may, in general meeting, declare dividends but no dividends shall exceed the amount recommended by the Board.
117. The directors may from time to time pay the members interim and final dividends that appear to the directors to be justified by the profits of the company PROVIDED THAT such dividends so recommended and declared shall not be less than Fifty Percent (50%) of the annual profits of the Company except in extra-ordinary circumstances which will be unanimously decided upon by the Board.
118. No dividend shall be paid otherwise than out of profits.
119. Subject to the rights of persons (if any) entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid up on the shares in respect whereof the dividends are paid but no amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as paid up on the share. All dividends shall be apportioned and paid pro rata according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid but, if any shares be issued on terms providing that it shall rank for dividend as from a particular date, such share shall rank for dividend accordingly.
120. The Board may deduct from any dividend payable to any member on or in respect of a share any sums of money presently payable by him to the Company on account of calls or otherwise.

121. The Board may retain any dividend or other money payable on or in respect of a share 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.
122. No dividend shall bear interest against the Company.
123. With the sanction of a general meeting, any dividend may be paid wholly or in part by distribution of specific assets and, in particular, of paid-up shares or debentures of any other company or in any one or more of such ways. Where any difficulty arises in regard to such distribution, the Board may settle the same as they think expedient and, in particular, may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any member upon the footing of the value so fixed in order to adjust the rights of all members and may vest any such specific assets in trustees upon trust for the members entitled to the dividend as may seem expedient to the Board.
124. Any dividend, interest or other sum payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named on the register of members or to such person and to such address as the holder of joint holders may in writing direct. Every such cheque or warrants shall, unless the holder otherwise directs, be made payable to the order of the registered holder or, in the case of joint holders, to the order of the holder whose name stands first on the register of members in respect of such shares and shall be sent at his or their risk. Any one (1) of two (2) or more joint holders may give effectual receipts for any dividends, bonuses or other monies payable in respect of the shares held by them as joint holders.
125. Subject to the provisions of Article 117, the Board may, before recommending any dividend, set aside out of the profits of the Company such sums as it thinks proper as a reserve or reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company or its holding company if any) as the Board may from time to time think fit. The Board may also, without placing the same to reserve, carry forward any profits which it may think prudent not to divide.

CAPITALISATION OF PROFITS

126. The Company in general meeting may, upon the recommendation of the Board, resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or of any share premium account or of the profit and loss account or otherwise available for distribution and, accordingly, that such sum be set free for distribution amongst the members who would have been entitled thereto if distributed by way of dividend and in same proportions, on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such member respectively or paying up in full unissued shares, income notes or debentures of the Company to be allotted and distributed credited as fully paid up to and amongst such members in the proportions aforesaid or partly in the one way and partly in the other and the Board shall give effect to such resolution; Provided that amounts standing to the credit of a share premium account or a capital redemption reserve fund may, for the purposes of this Article, only be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares.
127. Whenever such a resolution as aforesaid shall have been passed the Board shall make all such appropriations and applications of the undivided profits, allotment and issues of fully paid shares, income notes or debentures as may be required thereby and shall do all acts and things required to give effect thereto, with full power to the Board to acquire fractions or to make such provisions by the issue of fractional certificates or by payment in cash or otherwise as it thinks fit for the case of shares or debentures becoming distributable in fractions, and also to authorise any person to enter on behalf of all the members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any shares, income notes or debentures to which they may be entitled upon such capitalisation or, as the case may require, for the payment

up by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such members.

ACCOUNTS

128. The Board 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 purchase of goods by the Company; and
 - (c) The assets and liabilities of the Company.
129. The books of account shall be kept at the office or at such other place or places in Kenya as the Board thinks fit and shall always be open to the inspection of the directors.
130. The Board may, from time to time, determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being directors and no member, not being a director, shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the directors or by the Company in general meeting.
131. The directors shall from time to time, in accordance with the Act, cause to be prepared and to be laid before the Company in general meeting such profit and loss accounts, balance sheets and reports as are referred to in the Act.
132. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in general meeting together with a copy of the auditors' report shall, not less than twenty-one (21) days before the date of the meeting, be sent to every member of and every holder of income notes or debentures of the Company.

AUDIT

133. Auditors shall be appointed and their duties regulated in accordance with Sections 709 to 716 of the Act.

NOTICES

134. Any notice or other document may be served by the Company on any member or director either personally or by sending it through the post (by airmail where such service is available) in a prepaid letter addressed to such member or director at his registered address as appearing in the register of members or the Company's other records whether such address shall be within or outside Kenya or by telex or by telegram addressed as aforesaid. In the case of joint holders of a share, all notice shall be given to that one (1) of the joint holders whose name stands first in the register of members and notice so given shall be sufficient notice to all joint holders.
135. Where a notice or other document is sent by post it shall be deemed to have been served at the expiration of seventy-two (72) hours after the day on which it was posted if addressed within Kenya and at the expiration of seven (7) days after the day on which it was posted if addressed outside Kenya and in the latter case any such notice or other document shall be dispatched by airmail. In proving such service or sending, it shall be sufficient to prove that the letter containing the notice or document was properly addressed and put into the post office as a prepaid letter or prepaid airmail letter. Where a notice is sent by telegram or telex it shall be deemed to have been served at the expiration of twenty-four hours (24) after the day on which it was sent.

136. A notice may be given by the Company to the persons entitled to any share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to them by name or by the title of the representative or trustee of such deceased or bankrupt member of any like description at the address supplied for the purpose claiming to be so entitled or by giving notice in the manner in which the same would have been given if the death or bankruptcy had not occurred.

137. Notice of every general meeting shall be given in the same manner hereinbefore authorised to every member, to every person upon whom the ownership of a share devolves by reason of his being a personal representative or trustee in bankruptcy of a member where the member but for his death or bankruptcy would be entitled to receive notice of the meeting, to the directors of the Company and also to the auditors for the time being of the Company.

WINDING UP

138. If the Company shall be wound up, the liquidator may, with the sanction of a special resolution of the Company and any other sanction required by the Act, divide amongst the members, in specie or in kind, the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose, set such value as he deems fair upon any property to be divided as aforesaid 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 sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the members as the liquidator, with the like sanction, shall think fit but so that no member shall be compelled to accept any shares or other securities whereupon there is any liability.

INDEMNITY

139. Every director, managing director, agent, auditor, secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, relating to anything done or not done by him on behalf of the Company in which judgement is given in his favour or in which he is acquitted or in connection with any application under the Act in which relief is granted to him by the court and he shall not be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. This Article shall however only have effect in so far as its provisions are not avoided by the Act.


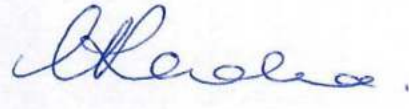


ARBITRATION

140. Whenever any disputes or differences arises between the Company on the one hand and any of the members, their executors, administrators or assigns on the other hand (hereinafter collectively referred to as "the Parties") touching the true intent or construction or the incidents or consequences of these Articles or of the Act or touching anything then or thereafter done, executed, omitted or suffered in pursuance of these Articles or any claim on account of such breach or alleged breach, every such dispute or difference shall be referred to and determined by a sole arbitrator (" the Arbitrator") such arbitration to be held in Nairobi.

141. The Arbitrator shall be appointed by agreement between the parties or in default of agreement by the Chairman for the time being of the Chartered Institute of Arbitrators (Kenya branch).

142. The procedure to be followed shall be agreed by the Parties or in default by the Arbitrator.

143. In the event of default by either Party in respect of any procedural order made by the Arbitrator, the Arbitrator shall have power to proceed with the arbitration in the absence of that Party and to deliver his award.

NAME, POSTAL ADDRESSES AND OCCUPATIONS OF SUBSCRIBERS	SIGNATURES OF SUBSCRIBERS
SHAMIR DHARAMSHI RADIA P.O BOX P.O BOX 66614-00800, WETSLANDS- KENYA	
PAROOL SHAMIR RADIA P.O BOX P.O BOX 66614-00800, WETSLANDS- KENYA	
SANDIP DATTATRAYA PATANKAR P.O BOX P.O BOX 66614-00800, WETSLANDS- KENYA	
SAHIL SHAMIR RADIA P.O BOX P.O BOX 66614-00800, WETSLANDS- KENYA	

DATED this 27TH day of OCTOBER 2022

WITNESS to the above signatures:-

ANTON MANG'EA DAVID
ADVOCATE
COMMISSIONER FOR OATHS
P. O. Box 35603 - 00200
NAIROBI - KENYA



CERTIFICATE UNDER THE COMPANIES REGULATIONS

It is hereby certified that the above Articles of Association of "EZEETEC LIMITED" were produced by the process of XEROGRAPHY.

ANTON MANG'EA DAVID
ADVOCATE
COMMISSIONER FOR OATHS
P. O. Box 35603 - 00200
NAIROBI - KENYA

