

THE COMPANIES ACT 2002

COMPANY LIMITED BY SHARES

AMENDED MEMORANDUM

OF

QUALITY PRODUCTS TANZANIA LIMITED

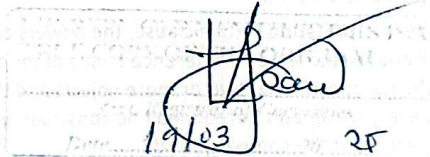
AS PER SPECIAL RESOLUTION PASSED ON 25TH FEBRUARY 2025

DRAWN BY : Dhruv Agarwal (SUBSCRIBER)

P.O.BOX 79586

Dar Es Salaam

Tanzania

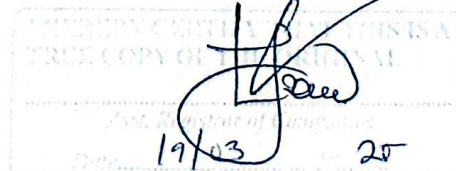

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THE COMPANIES ACT, 2002
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION OF
QUALITY PACKAGING TANZANIA LIMITED

1. The name of the Company is "QUALITY PACKAGING TANZANIA LIMITED".
2. The Registered Office of the Company shall be situated in the United Republic of Tanzania.
3. The objects for which the Company is established are: -
 - a) To carry on the business of and dealers in and or manufacturers of metal and plastic cans, tins, closures, cubicles, water tanks and containers of all kinds and sizes, and to carry on the business of manufacturers of containers of all kinds including vessels, syphons, filters, aluminium and metal closures for glass and plastic bottles and any metal packaging and receptacles of all kinds.
 - b) To carry on the business of metal tin manufacturers, frame makers, importers of all kinds of metal and frame products, goods and articles made of the same and compounds, intermediate derivatives and byproducts thereof. To manufacture, buy, sell, treat, exchange, alter, improve, manipulate, prepare for market and otherwise deal in all kinds of metal tins, closures and frames, machinery, apparatus, tools, utensils, commodities, materials, articles of all descriptions or useful for carrying on any of the above businesses of this company.
 - c) To carry on business or trade of processors, manufacturers, dealers, importers, exporters, wholesalers, fabricators, retailers, suppliers, contractors, subcontractors of metal tin plates and other related raw materials, all kinds of aluminium and other metal sections; aluminium and steel casements, steel structures, ducts, pipes, plates, tubes, shafts, panels, and any other related shapes, forms, moulds and patterns.
 - d) To carry on the business of manufacturers and or dealers in metal containers of all kinds and types and any material including manufacture of and marketing of such containers and goods.
 - e) To carry on the business of manufacturers and developers of polypropylene and polythelyne, plastic and paper products of all kinds and to manufacture and deal in corrugated board, paper containers, paper bags, wrappings, greases proof and vegetable parchment, glass line, waxed and bituminised papers, gummed tapes and containers of all description.
 - f) To undertake and facilitate provision of any other related services capable of being provided by the Company to meet the legitimate expectation of the clients;
 - g) To undertake the provision of specific advisory services to the clients to ensure the clients of the Company achieve maximum economy;
 - h) To undertake all business activities in conformity with the objects of the Company and in compliance with the laws of the United Republic of Tanzania and to do all such things as are incidental or conducive to the attainment of the above objects.

And it is hereby declared that:

- i. In the interpretation of this clause, the powers conferred on the company by any paragraph, shall not be restricted by reference to any other paragraph, or to the name of the company, or by the juxtaposition of two or more objects and that in the event of any ambiguity, this clause and every paragraph hereof shall be construed in such a way as to widen, and not to restrict the powers of the company; and
 - ii. The word "Company" in this Clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporated, and whether unincorporated, registered, resident or domiciled in the United Republic of Tanzania or elsewhere.
- i) To carry on business of establishing, operating and managing of Solar power plants and other renewable energy projects including the generation, transmission, distribution and selling of solar energy
 - j) To acquire, own and manage solar power generation assets including land, equipment and technology
 - k) To explore, prospect, mine, extract minerals, ores, metals, other natural resources from the earth and establish, operate and manage mining operations including the extraction, refining and sale of minerals and metals
4. The Liability of the members is limited.



5. The share capital of the company is Tshs. 500,000 divided into 500 ordinary shares of Tshs. 1,000 each with the power for the company to increase and reduce the said capital and to issue any part of its original capital with or without any preference, priority or special privilege or subject to any postponement of rights or any conditions or restrictions and so that unless the conditions of the issue of shares whether declared to preference or otherwise shall be subject to the power hereinafter contained.

Name, Postal Address and Description of Subscribers		
DHRUV AGARWAL Jade Valley, Grevillia Grove unit 2 P.o. Box 78808-00507, Nairobi Viwandani, Kenya	450	SIGNED IN ORIGINAL
SAUMYA AGARWAL Jade Valley, Grevillia Grove unit 2 P.o. Box 78808-00507, Nairobi Viwandani, Kenya	50	SIGNED IN ORIGINAL

DATED this.....16th..... day ofJanuary..... 2020

WITNESS to the above signatures:

Name in full: FADHILI SEBEKU

Signature: SIGNED IN ORIGINAL

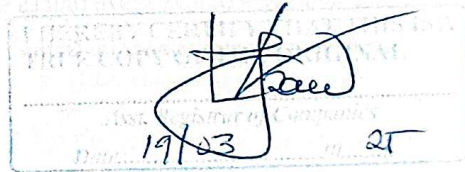
Postal Address: P.O. BOX 33976 DAR ES SALAAM

Qualification: Commissioner for Oaths

THE COMPANIES ACT, 2002
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
QUALITY PACKAGING TANZANIA LIMITED

PRELIMINARY

1. The regulations contained in Table A in the First Schedule to the Companies Act 2002 shall not apply to this Company except in so far as the same are repeated or contained in these Articles.
2. In these regulations:
 - a) Words denoting the singular number only shall include the plural number also and vice versa;
 - b) Words denoting the masculine gender only shall include the feminine gender also;
 - c) Words denoting persons only shall include corporations;
 - d) "The company" shall mean "QUALITY PACKAGING TANZANIA LIMITED"
 - e) "Month" shall mean a calendar month;
 - f) "Dividend" shall include bonus;
 - g) "A Director" shall include Alternate Director;
 - h) "The Directors" shall include, and mean the Directors for the time being of the Company, and the Board" shall mean the Directors or any of them acting as the Board of the Company;
 - i) "Paid-up" shall include credited as paid up;
 - j) "Tanzania" means the Mainland of the United Republic of Tanzania;
 - k) "The Secretary" shall include a temporary or assistant Secretary or any person appointed by the Board to perform the duties or Secretary;
 - l) "The seal" means the Common Seal of the Company;
 - m) "The Act" shall mean the Companies Act, 2002 or any statutory re-enactment or modification thereof for the time being in force, and reference to any section or provision of the Act shall include a reference to any statutory re-enactment or modification of such section or provision for the time being in force;
 - n) "The Register" shall mean the Register of members of the Company;
 - o) Expressions in these regulations referring to writing shall, unless the contrary intention appears, be constructed as including references to printing, lithography, photography, telex, telefax, cables and other modes of representing or reproducing words in a visible form;



- p) Unless the context otherwise requires, words or expressions contained in these regulations shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these regulations become binding on the company.

The Company is a Private Company and, subject as hereinafter provided and except where the same are varied by or inconsistent with these presents, the regulations contained in Part II of Table "A" in the First Schedule to the Companies Act shall apply to the Company. Subject as aforesaid reference herein to regulations in Table "A" shall be construed (unless otherwise stated) as referring to those in Part I thereof.

SHARE CAPITAL

2. The authorized share capital of the Company is Tanzania Shillings 500,000 divided into 500 shares of Tanzania Shillings 1,000 each.
3. Subject to the provisions of these, the un-issued shares 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, at such times and for such consideration and upon such terms and conditions as the Board may determine, but so that no shares shall be issued at a discount except in accordance with Section 60 of the Act.
4. The lien conferred by Regulation 11 of Table "A" shall extend to fully paid shares and to all shares registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one or two or more joint holders.

TRANSFER OF SHARES

5. Any share standing in the names of the trustees of any settlement or of the will of any deceased Member may be transferred upon any change of trustees to the trustees for the time being of such settlement or will.

PRE-EMPTION RIGHTS

6. (a) Except as hereinafter provided no shares in the Company may be transferred unless and until the rights of pre-emption hereinafter conferred have been exhausted;
 - I. Every Member who wishes to transfer any share or shares ("the Vendor") shall give to the Company at the office, notice in writing ("the Transfer Notice"). The Transfer Notice constitutes the Company, the Vendor's agent on the terms herein set out for the sale of the share or shares specified therein ("the Transfer Shares") to the Members other than the Vendor at a price to be agreed upon by the Vendor and Directors or, in case of difference, at the price which the auditor of the Company for the time being, by writing under his hand, certifies to be in his opinion the fair value thereof as between a willing seller and a willing buyer. The Transfer Notice may contain a provision that, unless all the shares comprised therein are sold by the Company pursuant to this Article, none shall be so sold and any such provision is binding on the Company;
 - II. If the auditor is asked to certify the fair price as aforesaid, the Company shall, as soon as it receives the auditor's certificates, furnish a certified copy thereof to the Vendor and the Vendor may by notice in writing given to the Company within Twenty-one days of the service upon him of the said certified copy, cancel the Company's authority to sell the Transfer Shares. The cost of obtaining the certificate shall be borne by the Company unless the Vendor gives notice of cancellation as aforesaid in which case he shall bear the said cost;
 - III. Upon the price being so fixed and provided the Vendor has not given notice of cancellation as aforesaid, the Company shall forthwith by notice in writing inform each Member other than the Vendor of the number and price of the Transfer Shares and invite each such Member to apply in writing to the Company within Twenty-one days of the date of dispatch of the notice (which date shall be specified therein) for such maximum number of the said shares (being all or any thereof) as he shall specify in such application;

- IV. If the said Members shall within the said period of Twenty-one days apply for all or (except where the transfer notice provides otherwise) any of the Transfer Shares, the Directors shall allocate the Transfer 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 as holders, provided that no applicant is obliged to take more than the maximum number of shares specified by him. The Company shall forthwith give notice of such allocations (an "Allocation Notice") to the Vendor and to the persons to whom the Transfer Shares have been allocated and shall specify in such notice the place and time (being not earlier than Fourteen and not later than Twenty-eight days after the date of the notice) at which the sale of the shares so allocated shall be completed;
- V. The Vendor is bound to transfer the shares comprised in an Allocation Notice to the purchasers named therein specified and, if he fails 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, transfers of the shares to the purchasers 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 may have his name entered in the Register of Members and the holder by transfer of such 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;
- VI. During the Six months following the expiry of the said period of Twenty-one days referred to in paragraph (iv) hereof, the Vendor shall, subject nevertheless to the provisions of Article 28, be at liberty to transfer to any person and at any price (not being less than the price fixed under paragraph (ii) 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 may not without the written consent of all the other Members of the Company, sell only some of the shares comprised in his Transfer Notice;
- (b) The rights of pre-emption in this Article do not apply in any of the following cases:-
- (i) Where the transfer is approved in writing by all the Members;
 - (ii) Where the transfer is by a Member to the spouse, child or remoter issue, brother, sister or parent of that Member;
 - (iii) Where the transfer is by the personal representative of a deceased Member to the widow, widower, child or remoter issue, brother, sister or parent of that deceased member;
 - (iv) Where the transfer is by the trustees, executors or administrators of a deceased member to new trustees, executors or administrators upon any change thereof;
 - (v) Any transfer by a corporate member to an associated company (that is to say any holding company or subsidiary or such corporate member and any other subsidiary of any such holding company); or
 - (vi) 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.

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TRANSFER IN CASE OF BANKRUPTCY

7. A person entitled to a share in consequence of the bankruptcy of a member shall be bound at any time, if and when called upon in writing by the Director so to do, to give a transfer notice in respect of all the shares then registered in the name of the bankrupt member.

TRANSFER IN CASE OF DEATH

8. A person entitled to a share in consequence of death of a member shall be bound at any time after the expiration of One year from the date of such death, if and when called upon in writing by the Directors so to do, to give a transfer notice in respect of all shares then registered in the name of the deceased member.

INFORMATION AND EVIDENCE

9. For the purpose of ensuring that a transfer of shares is duly authorised hereunder or that no circumstances have arisen whereby a transfer notice is required to be given hereunder the Directors may from time to time require any member or the legal personal representatives of any deceased member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the Directors may think fit regarding any matter which they may deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the Directors within a reasonable time after request the Directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a transfer notice be given in respect of the shares concerned. If such information or evidence discloses that a transfer notice ought to have been given in respect of any shares the Directors may by notice in writing require that a transfer notice be given in respect of the shares concerned.

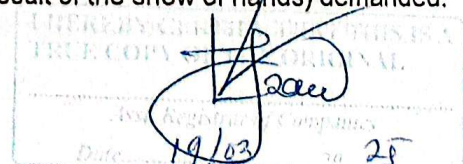
FAILURE TO GIVE TRANSFER NOTICE ON REQUEST

10. In any case where under the provisions of these presents the Directors have made a request for a transfer notice to be given in respect of any shares and such transfer notice is not duly given within a period of One month, such transfer notice shall, except and to the extent that a transfer of any such shares in favour of a person to whom they may be transferred pursuant to Article 5 shall have been lodged prior to the expiration of the said period, be deemed to have been given at the expiration of the said period and the provisions of these presents shall take effect accordingly.
11. Regulation 3 of Part II of Table "A" shall apply to the Company.

GENERAL MEETINGS

12. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Two or more Members holding or representing the holders of not less than 51% of the issued shares of the Company shall be a quorum.
13. Subject to provisions of the Act, a resolution in writing signed by all the Members of the Company for the time being entitled to receive notice of and to attend and vote at General Meetings, or their duly appointed attorneys, shall be as valid and effectual as if it had been passed at a meeting of the Members duly convened and held. Any such resolution may consist of several documents in the like form each signed by one or more of the members or their attorneys, and signature in the case of a corporate body which is a Member shall be sufficient if made by a Director thereof, or its duly appointed attorney. Regulations 5 of Part II of Table "A" shall not apply to the Company.
14. (1) At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:

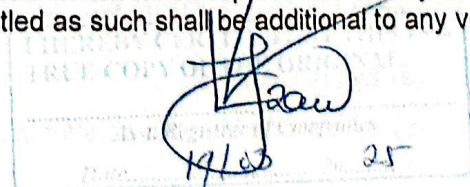
- (a) by the Chairman; or
- (b) by any one Member present in person or by proxy.



- (2) Unless a poll be so demanded a declaration by the chairman that a resolution has on a show of hands been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportions of the votes recorded in favour of or against such resolution.
- (3) The demand for a poll may be withdrawn.
- (4) Regulation 58 of Table "A" shall not apply to the Company.
15. Subject to any rights or restriction for the time being attached to any class or classes of shares, every Member present in person or by proxy shall on a show of hands have one vote, and shall on a poll have one vote for each share of which he is the holder. Regulations 62 and 67 of Table "A" shall not only apply to the Company.

DIRECTORS

16. Unless and until otherwise determined by the Company in General Meeting, the Directors shall be at least Two but not more than Seven in number. The first Directors shall be appointed in writing by the subscribers to the Memorandum of Association.
17. Any Director who, by request, performs special services or goes or resides abroad for any purpose of the Company shall (unless otherwise expressly resolved by the Company in General Meeting) receive such extra remuneration by way of salary, percentage of profits or otherwise as the Board may determine.
18. A Director who has in any way, whether directly or indirectly, interest in a contract or proposed contract with the Company, shall declare the nature of his interest at a meeting of the Directors in accordance with Section 209 of the Act. Subject to such disclosure as aforesaid, a Director may vote in respect of any contract or arrangement in which he is interested, and if he shall so vote his vote shall be counted in ascertaining whether a quorum is present at any meeting at which any such contract or arrangement shall come before the Directors for consideration. Regulation 84 of Table "A" shall be modified accordingly.
19. (1) Any Director may at any time appoint either another Director, or any other person approved by the Board, to be an alternate Director of the Company, and may at any time remove from office any Alternate Director so appointed by him. An Alternate Director shall not be entitled by virtue of such office to receive any remuneration from the Company or to appoint an Alternate, but shall otherwise be subject to the regulations of the Company with regard to Directors.
- (2) 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 meetings 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.
- (3) 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 Registered Office.
- (4) Upon a Director ceasing for any reason to be a Director any appointment of an Alternate Director made by him shall ipso facto is terminated.
- (5) A person may act as Alternate Director to more than one Director and in such event he shall at Board Meetings be entitled to one vote for each Director whom he so represents. In any event the vote or votes to which an Alternate Director is entitled as such shall be additional to any vote which he may have as a Director in his own right.



20. Regulations 83 to 87 (inclusive) of Table "A" shall apply to the Company except where the articles expressly vary the appointments and terminations of the directors of the Company.
21. The holders of a majority in nominal value of the issued share capital for the time being of the Company may at any time and from time to time by memorandum in writing signed by them and left at the Registered Office for the time being of the Company, or the Company may by resolution in General Meeting:
- (a) Remove any Director from office;
 - (b) Appoint any person to be a Director either to fill a casual vacancy or as an additional to the existing Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed by or in accordance with these Articles. Any Director so appointed shall hold office until he is removed or his office is vacated under Regulation 85 of Table "A".
22. Any casual vacancy in the Board of Directors may be filled up by the Directors, and the Directors may at any time and from time to time appoint any person as an additional Director, but so that the total number of Directors shall not at any time exceed the maximum number fixed by or in accordance with these Articles. Any Director appointed under this Article shall hold office until he is removed or his office is vacated under Regulation 85 of Table "A".

BORROWING POWERS

23. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.
24. All cheques, promissory notes, drafts, bills of exchange, and other negotiable or transferable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.

PROCEEDINGS OF DIRECTORS

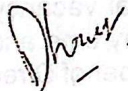
25. Subject to the provisions of the Act, a resolution in writing signed by at least 50% of the directors for the time being entitled to receive notice of and to attend and vote at general meetings (or being corporations by their duly authorized representatives) shall be as valid and effective as if the same had been passed at a board meeting of the Company duly convened and held. Such resolution may be contained in one document or in several documents in like form each Signed by one or more of the members or duly authorised representatives concerned.

MANAGING DIRECTOR

26. The Directors may from time to time appoint one or more of their body to an executive office (including that of Managing Director, Manager or any other salaried office) for such period and such terms as they think fit, and subject to the terms of any agreement entered into in any particular case, may revoke such appointments. Subject to the terms of such agreement as aforesaid the appointment of a Director so appointed shall be automatically determined ipso facto if he ceases from any cause to be a Director.

PENSIONS AND ALLOWANCES

27. The Directors may grant retiring pensions or annuities or other allowances including allowances on death, to any person or to the widow or widower or dependants of any person in respect of services rendered by him to the Company as Managing Director, Manager or in any other office or employment under the Company or indirectly as an officer or employee of any subsidiary company of the Company or of its holding company (if any) notwithstanding that he may be or may have been a Director of the

Name, Postal Addresses and description of subscribers	Number of shares taken by each subscriber	Signatures of subscribers
DHRUV AGARWAL Jade Valley, Grevillia Grove Unit 2 P.O.Box 78808-00507 Nairobi Viwandani Kenya	450	
SAUMYA AGARWAL Jade Valley, Grevillia Grove Unit 2 P.O.Box 78808-00507 Nairobi Viwandani Kenya	50	

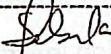
DATED this 16th day of January 2020

WITNESS to the above signatures:-

Name:

Fadhil Sebku

Signature



Postal address

P.O. Box 33976 Dar es Salaam

Qualification

Commissioner for Oaths

