

STRICTLY CONFIDENTIAL

From: **TotalEnergies Renewables SAS**

Tour CBX – 1, passerelle des Reflets

92400, Courbevoie, France

To: **The United Republic of Tanzania**

Tanzania Investment Centre (TIC)

Head Office,

P.O. Box 938

Golden Jubilee Tower,

1st Floor, Ohio Street,

Dar es Salaam

DATE: 5th of May 2025

Subject: Kisima Project Authorisation Letter

Dear Sir or Madam,


Further to recent discussions you have held with our team, I am writing in relation to the Kisima Solar PV Project, a 115MWp/100MWac Solar PV Project that TotalEnergies Renewables is developing in Kisima village, Mtera Ward, Dodoma (the "Project").

By virtue of paragraphs one and four of each of the delegations of authority attached to this letter, I hereby authorise the submission of written applications and discussions to the Tanzanian Investment Centre in respect of the Project for a Certificate of Incentives and for Strategic Investor Status.

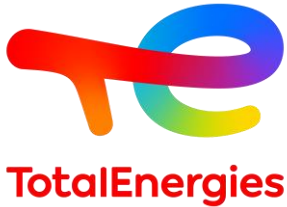
My team and I look forward to liaising with you in the next phases of the application process,

Sincerely yours,

On behalf of **TotalEnergies Renewables S.A.S**

DocuSigned by:

May 5, 2025 | 8:55 PM CEST
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Signatory: Thibaud VIBERT
Title: Project Development Director, Africa



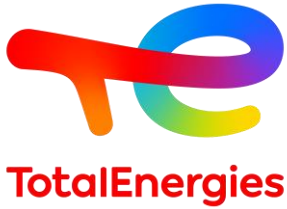
SUB-DELEGATION OF EXTERNAL AUTHORITY

I, the undersigned, **Emmanuel BONIFACIO**, Vice President Projects, acting by virtue of the authorities delegated to me on September 2nd, 2024 by **Olivier JOUNY**, President (*Président*) of TotalEnergies Renewables SAS (“the Company”), hereby grants to:

Thibaud VIBERT
Director Projects Africa

The following powers:

- 1° Represent the Company in its dealings with third parties and any governments, ministries, administrations, public agencies.
- 2° Represent the Company at any general and other meetings which the Company may attend in its capacity as shareholder, bond holder, stockholder or in any other capacity, cast any votes, sign any attendance sheets, registers and minutes, accept and resign from any offices or functions.
- 3° Represent the Company in the administration and management of any companies, associations, groupings, take in any meetings and deliberations, casts any votes, sign any attendance sheets, registers and minutes, accept and resign from any offices or functions.
- 4° Carry out any formalities required by any laws and regulations in force in relation to the setting-up, incorporation, management, dissolution or winding-up of companies, agencies or branches.
- 5° Acquire any interest or shareholding in any groupings or partnerships, businesses or companies; receive in any form whatsoever, subscribe, purchase, sell, assign or transfer any shareholdings, any securities or instruments, even if only partly paid up, forming part of the Company’s portfolio.
- 10° Reach agreement on and sign any contracts including any sale and purchase, lease or service agreements or enter into industrial co-operation agreements, submit bids for tenders, enter into all types of agreement, amend or cancel the same.
- 18° Accept any security provided by debtors; obtain the registration of mortgages or any type of charge; waive any rights or security before or after payment, including debt forgiveness.
- 27° Enter into contracts with carriers (whether by air, sea or land) as well as with any travel agencies; pay any invoices or tickets.



- 29° Take out or cancel any insurance policies or contracts covering risks of any kind, in the event of a claim, discuss, determine and agree any amount payable, collect the same and issue receipts therefor.
- 31° Collect any parcels, packages or merchandise whatsoever at the counters or depot of any transportation or storage company; issue receipts thereof.
- 32° Withdraw any merchandise on consignment at customs offices; make any declarations, sign any necessary undertakings and all relevant available documents for this purpose; pay any duties and request any available exemptions.
- 33° Delegate to one or more persons the powers n°1, 2, 3, 4, 5, 10, 18, 27, 29, 31, 32 without the option of sub-delegating and withdrawing completely or in part such delegations.

With regard to the above, contract and sign all acts, elect residence and generally undertake whatever is useful and required.

This delegation shall take retroactive effect from 2 September 2024.

This delegation shall remain valid for as long as it is not withdrawn or modified by the undersigned or any successors to the undersigned. In any case it will automatically end if **Thibaud VIBERT** changes position or leaves TotalEnergies.

The signatories have agreed to sign this document electronically, using a signatory identification process to ensure its integrity.

Established in Courbevoie, on November 26, 2024.


Emmanuel BONIFACIO
Vice President Projects

Thibaud VIBERT
Director Projects Africa

DocuSigned by:
Emmanuel BONIFACIO
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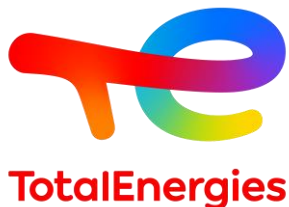
“Empowerment authorized”

Empowerment
authorized

DocuSigned by:

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“Authority accepted”

Authority
accepted



DELEGATION OF EXTERNAL AUTHORITY

I, the undersigned, **Olivier JOUNY**, President (*Président*) of TotalEnergies Renewables SAS (“the Company”), hereby delegate the following authority to:

Emmanuel BONIFACIO
Vice President Projects

To, on behalf of the Company :

- 1° Represent the Company in its dealings with third parties and any governments, ministries, administrations, public agencies.
- 2° Represent the Company at any general and other meetings which the Company may attend in its capacity as shareholder, bond holder, stockholder or in any other capacity, cast any votes, sign any attendance sheets, registers and minutes, accept and resign from any offices or functions.
- 3° Represent the Company in the administration and management of any companies, associations, groupings, take in any meetings and deliberations, cast any votes, sign any attendance sheets, registers and minutes, accept and resign from any offices or functions.
- 4° Carry out any formalities required by any laws and regulations in force in relation to the setting-up, incorporation, management, dissolution or winding-up companies, agencies or branches.
- 5° Acquire any interest or shareholding in any groupings or partnerships, businesses or companies; receive in any form whatsoever, subscribe, purchase, sell, assign or transfer any shareholdings, any securities or instruments, even if only partly paid up, forming part of the Company’s portfolio.
- 6° *Not used*
- 7° *Not used*
- 8° *Not used*
- 9° *Not used*
- 10° Reach agreement on and sign any contracts including any sale and purchase, lease or service agreements or enter into industrial co-operation agreements, submit bids for tenders, enter into all types of agreement, amend or cancel the same.
- 11° Receive any amounts due to the Company, pay amounts it may owe, issue cheques, issue receipts for any amounts received; issue releases concerning any securities delivered; formally protest any instruments unpaid on the due date, provide notice of

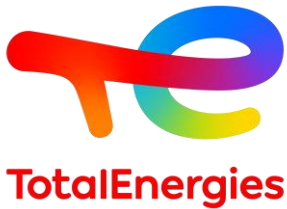
TotalEnergies Renewables

A French simplified joint-stock company (*société par actions simplifiée*) with share capital of € 255.111.841,00

Registered office : Tour CBX - 1, Passerelle des Reflets

92400 – Courbevoie - France

Nanterre Trade and Companies Register No. 328 195 193



- cancellation of any arrangements or contracts entered into and carry out any required formalities.
- 12° Issue, endorse, accept or pay any bills of exchange.
- 13° Open, operate or close, as the case may be, any bank accounts and make any deposits or withdrawals, endorse, pay, cash any money, orders or cheques in any financial institution, and make any payments by any means.
- 14° Take out any loans as may be required for the Company's business excluding bond issuances pursuant to Article L.228-40 of the French Commercial Code.
- 15° Agree to and make loans or advances relating to the Company's business directly and indirectly, providing as may be required, any guarantees or security in connection therewith.
- 16°
- a) Negotiate and reach agreement on any treasury transactions using, inter alia, conventional or new types of financial instruments, whether denominated in euros or in foreign currencies, making use of the financial markets, as and when necessary.
 - b) In connection with treasury transactions, sign any agreements, terms confirmations and warranties with any banks or financial institutions.
 - c) Negotiate and reach agreement on any treasury transactions and sign any agreement with any entity affiliated with TotalEnergies SE, directly and indirectly within the meaning of Article L.233-3 of the French Commercial Code.
- 17° Agree to, dispute, close or balance any accounts and determine the closing balances thereof by agreement or by decision of a court of law; make or receive payments; issue receipts or releases relating to any amounts collected.
- 18° Accept any security provided by debtors; obtain the registration of mortgages or any type of charge; waive any rights or security before of after payment, including debt forgiveness.
- 19° Assign or transfer any appropriate manner any claims or accept assignments or transfers thereof with or without security and upon such the terms and conditions as the holder of the power may deem appropriate, make or receive payment thereof, accept all arrangements and out-of-court settlements, institute any necessary proceedings in the event of any failure by any person to make payment as well as in the event of any disputes whatsoever in connection therewith.
- 20° In the case of any insolvency or pre-insolvency proceedings (as defined by law) affecting any debtor of the Company and relating to any proceedings initiated on behalf of all creditors of a debtor with a view to paying off the liabilities of such debtor,

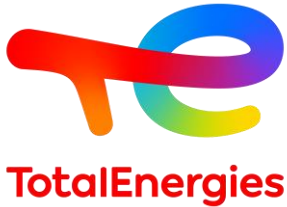
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- submit and certify any claims, take part in any creditors' meetings and discussions, compromise, settle and agree any protective measures.
- 21° Accept any summonses, act and appear at law in the Company's name before any courts, in any countries, settle, agree, any arrangements, appoint any arbitrators or experts; provide security for costs for this purpose; enforce any judgments, rulings by courts of appeals or arbitration awards by any legal ways and means; appeals any judgments.
- 22° Make all necessary registrations, filings or declarations at any court of law or judicial or administrative bodies. Issue all legal opinions or declarations concerning the Company, at the request of any third party.
- 23° File, register or renew as the case may be, in all countries, any patents, models, trademarks, domain names and generally title to intellectual property, acquire, transfer rights in and surrender wholly or partly any intellectual rights, license them to any individual or corporate entity, defend any intellectual property rights, and for the above purpose, carry out any steps, reach agreement on and sign any notices, contracts or instruments deemed useful to the protection and safeguarding of the Company's rights in the area or patents, models, trademarks, domain names, and generally of any intellectual property matters, with right to mandate lawyers or industrial property counsels to carry out any and all formalities in France or abroad.
- 24° Lease, upon such terms and conditions as the holder of the powers may deem appropriate, any premises or buildings, take all necessary actions in respect of the management of the same, modify, assign or cancel any leases or rental agreements, grant or cancel any leases or rental agreements and authorize any assignment thereof.
- 25° Reach agreement on any real estate transactions such as purchases, sales, exchanges, binding commitments to sell, options and grant or accept security in relation to the same.
- 26° Place any orders concerning the outfitting of the Company's premises or buildings, the purchase of furniture, equipment, vehicles, as well as the maintenance or repair thereof.
- 27° Enter into contracts with carriers (whether by air, sea or land) as well as with any travel agencies; pay any invoices or tickets.
- 28° Enter into all necessary contractual arrangements with suppliers in connection with the use of the Company's premises or buildings and, in particular for the provision of water, gas, electricity, air conditioning and telecommunication services.
- 29° Take out or cancel any insurance policies or contracts covering risks of any kind, in the event of a claim, discuss, determine and agree any amount payable, collect the same and issue receipts therefor.

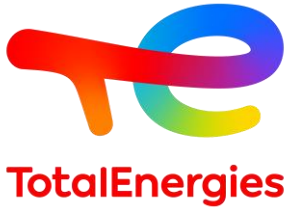
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- 30° *Not used*
- 31° Collect any parcels, packages or merchandise whatsoever at the counters or depot of any transportation or storage company; issue receipts thereof.
- 32° Withdraw any merchandise on consignment at customs offices; make any declarations, sign any necessary undertakings and all relevant available documents for this purpose; pay any duties and request any available exemptions.
- 33° Delegate to one or more persons the power n°1, 2, 3, 4, 5, 10, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 29, 31, 32 and 33 without such delegations having the effect of depriving the holder of such powers of her ability to continue to exercise such powers jointly or separately; to withdraw completely or in part such delegations.

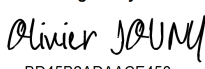
With regard to the above, contract and sign all acts, elect residence and generally undertake whatever is useful and required.

This delegation shall take effect from September 2nd, 2024. It replaces such delegations previously issued to **Emmanuel BONIFACIO**, which shall be terminated from this date.

This delegation shall remain valid for as long as it is not withdrawn or modified by myself or by the president to succeed me. In any case it will automatically end, if **Emmanuel BONIFACIO** changes position or leaves TotalEnergies.

Established in Courbevoie, on September 2nd, 2024.

Olivier JOUNY
President of TotalEnergies Renewables
SAS

DocuSigned by:

BD45B2ADAACE458...
Empowerment
authorized

Signature & handwritten statement :
« *Empowerment authorized* »

Emmanuel BONIFACIO
Vice President Projects

DocuSigned by:

52D3A4B2FC084EC...
Authority
Accepted

Signature & handwritten statement :
« *Authority accepted* »

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