

**SCHEDULE 2**

**MEMORANDUM  
AND  
ARTICLES OF ASSOCIATION  
OF  
SONGWE HELIUM LIMITED**

**THE COMPANIES ACT**

**CAP. 212**

**MEMORANDUM OF ASSOCIATION**

**OF**

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**SONGWE HELIUM LIMITED**

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1. The name of JOINT VENTURE COMPANY is SONGWE HELIUM LIMITED.
2. The registered offices of the JOINT VENTURE COMPANY will be situated in Mainland Tanzania.
3. The objects for which the JOINT VENTURE COMPANY is established are:
  - 3.1 To acquire and take over the business now carried under the name of Helium One (Njozi) Limited and Helium One (Gogota) Limited together with all its assets and liabilities
  - 3.2 To prospect, extract, process and compress helium and other associated gases, including carrying out operations directly or indirectly necessary or incidental thereto, in the United Republic of Tanzania;
  - 3.3 To cooperate with the shareholders in establishing world class facilities for helium and other associated gases testing and processing, including the transfer of knowledge and technology to build the capacity of Tanzanians in the beneficiation sector;
  - 3.4 To carry promote the growth of the helium industry in the United Republic of Tanzania;
  - 3.5 To do all such other things as the JOINT VENTURE COMPANY may deem to be incidental to or conducive to the attainment of all or any of the above objects; and
  - 3.6 For the avoidance of doubt, the objects of this JOINT VENTURE COMPANY are construed independently and they are not ancillary to each other.



And it is hereby declared that the word "JOINT VENTURE COMPANY" in this clause, except where used in reference to the JOINT VENTURE COMPANY, shall be deemed to include any partnership or other body of persons, whether

paragraphs) by reference to or inference from the terms of any other paragraph or the name of the JOINT VENTURE COMPANY.

4. The liability of the Members is limited.
5. The share capital of the JOINT VENTURE COMPANY is Tanzania shillings five million (TZS 5,000,000), divided into five thousand (5,000) shares of Tanzania shillings one thousand (TZS 1,000) each. The JOINT VENTURE COMPANY shall have power to divide the original or any increased capital into several and to attach thereto any preferential deferred, qualified or other special rights, privileges, restrictions or conditions.

The JOINT VENTURE COMPANY shall by a resolution of members have the power to amend or modify any of the conditions contained in this Memorandum of Association.

WE, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a JOINT VENTURE COMPANY in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the JOINT VENTURE COMPANY set opposite to our respective names.

Names, Address, and Descriptions of Subscribers	Number of Shares taken	Signature of Subscribers
<b>TREASURY REGISTRAR</b> 33 Samora Avenue/Mirambo 50, 3193, 11104 Dar es Salaam.	850 – Class B Shares	<b>NEHEMIAH K. MCHECHU</b> Position: <b>Treasury Registrar</b> 
<b>EAST AFRICA HOLDINGS LIMITED</b>  I Parkshott, Richmond, Surrey, England, TW9 2RD	4,150 – Class A Shares	Signature:  <b>GRAHAM JACOBS</b> Position: <b>Director</b>

Dated: 18-06-2025

**Witness to the above signatures:**

Name: ZEPHANIA ELIBARIKI MUSAHA

Signature: 

Postal Address: P.O. Box 8861 Dar es Salaam

Qualification: Advocate/Notary Public/Commissioner for Oaths



**THE COMPANIES ACT, CAP. 212**  
**COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**SONGWE HELIUM LIMITED**

**PRELIMINARIES**

Preliminaries

1. The regulations in Table "A" in the First Schedule to the Act shall not apply to the Company.

2. In these Articles the following words have the following meanings:

“**Act**” means the Companies Act, Cap. 212.

“**Articles**” means these Articles of Association as amended from time to time.

“**Assets**” means the assets of the Company remaining after payment of liabilities.

“**Available Profits**” means profits available to the Company for distribution to its Members (whether in cash or otherwise).

“**Board**” means the board of Directors of the Company.

“**Business Day**” means any day other than a Saturday, Sunday or statutory holiday on which banks are open for general business in Dodoma, Tanzania and London, United Kingdom

“**Class A Shares**” means A ordinary shares of TZS 1,000 each in the capital of the Company (as at the date of adoption of these Articles being 4,150 shares in number).

“**Class B Shares**” means B ordinary shares of TZS 1,000 each in the capital of the Company (as at the date of adoption of these Articles being 850 shares in number).

“**Company**” means Songwe Helium Limited

“**Director**” means a director for the time being of the Company.

“**Equity Shares**” means the Class A Shares and Class B Shares.

“**Group**” means a company and its subsidiaries, subsidiary undertakings and holding companies and the subsidiaries and subsidiary undertakings of any such holding company from time to time (as such terms are defined in the Act).

“**Member**” means a holder of Equity Shares in the Company.

“**Office**” means the registered office of the Company.

“**Government Shareholder**” means Treasury Registrar or Tanzania Mineral Rights Holding Company being an entity nominated by the Government of the United Republic of Tanzania to hold **Class B Shares or, as the case may be Class A Shares** in the Company pursuant to Section 10 of the Mining Act, Cap. 123.

“**Proportionate Interest**” means 83 percent in total in respect of all the Class A Shares and 17 percent in total in respect of all the Class B Shares.

“**Secretary**” means any person appointed to perform the duties of the secretary of the Company and includes a temporary or assistant secretary.

“**Seal**” means the common seal of the Company.

“**Shareholders Agreement**” means any written agreement entered into between the Company and the holders of all shares of the Company establishing rights and restrictions over the governance and operations of the Company.

“**Tanzania**” means the United Republic of Tanzania.

“**TZS**” means Tanzania Shillings.

“**Writing**” means a written record, or a record by any other means including printing, lithography, electronic and any other mode of representing or reproducing words in visible form including facsimile messages, email messages, telegrams and radiograms.

- (a) Save as aforesaid any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.
- (b) The marginal notes are inserted for convenience only and shall not affect the construction of the Articles.
- (c) Words importing the singular number only shall include the plural and the converse shall also apply.

Words importing males shall include females.

#### **PRIVATE COMPANY**

Private Company

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

#### **SHARE CAPITAL**

Share Capital

- 4. Except as otherwise provided in these Articles, Class A Shares and Class B shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.
- 5. The Class B Shares may only be issued to, held by or transferred to the Government Shareholder and regardless of the number of Class B Shares in issue, the Class B Shares shall at all times be deemed to represent not less than 16 percent of the Equity Shares.
- 6. Only an amendment to or removal of any of Articles 4 to 9 (including the creation or issue of a new class of shares), and Article 72 shall be deemed to be a variation, modification or abrogation of the rights attaching to the Class B Shares.

Variation of rights

### **DIVIDENDS AND DISTRIBUTIONS**

7. The Company's Available Profits will be applied as decided by the Board in accordance with Article 8.
8. Any Available Profits which the Company may determine to distribute and pay will be distributed among and paid to the holders of the Equity Shares in accordance with their Proportionate Interest.

Payment of dividends and distributions

### **LIQUIDATION**

9. On a distribution of assets on a winding-up or liquidation of the Company, the Assets shall be applied (to the extent that the Company is lawfully permitted to do so) in paying to each holder of the Class A Shares and Class B Shares the amount thereof in accordance with their respective Proportionate Interest.

Priority on liquidation or winding-up

### **LOANS BY THE COMPANY**

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

Company's own shares not to be purchased

### **RIGHTS OF SHARE HOLDERS**

11. Without prejudice to any special rights previously conferred on the holders of any shares or class of shares already issued (which special rights shall not be varied, modified or abrogated except with such consent or sanction as is provided in accordance with Articles 5 and 12), any share in the Company (whether forming part of the original capital or not) may be issued with such preferred, deferred or other special rights, or such restrictions, whether in regard to dividend, return of capital, voting or otherwise, as the Company may from time to time by ordinary resolution determine; and subject to the provisions of the Act and any Shareholders Agreement, the Company may issue preference shares which are, or which at the option of the Company are to be, liable to be redeemed.

Issue of shares subject to special conditions

Redeemable shares

### **MODIFICATION OF RIGHTS**

12. Whenever the capital of the Company is divided into different classes of shares, the special rights attached to any class may, subject to the provisions of the Act, be varied, modified or abrogated, either with the consent in writing of the holders of three quarters of the issued shares of the class, or with the sanction of a special resolution passed at a separate general meeting of such holders (but not otherwise), and may be so varied, modified or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up. To every such separate general meeting all the provisions of these Articles relating to a general meeting of the Company or to the proceedings thereat, shall *mutatis mutandis* apply, except that the necessary quorum shall be one person at least holding or representing by Proxy one-half in nominal amount of the issued shares of the class (but so that if at any adjourned meeting of such holders a quorum as above defined is not present, any Member who is present shall be a quorum), and that the holders of shares of the class shall, on a poll, have one vote in respect of every shares of the class held by them respectively. For the avoidance of doubt, the rights conferred by this Article 12 shall not apply to Class B Shares.

How rights of shares may be modified

**PRE-EMPTION RIGHTS ON NEW ISSUE**

Pre-emption rights

13. Unless otherwise agreed by special resolution of the holders of Class A Shares, if the Company proposes to allot any Class A Shares, those Class A Shares shall not be allotted to any person unless the Company has first offered them to all the holders of Class A Shares, on the same terms, and at the same price. For the avoidance of doubt, such offer shall not be made to any holder of Class B Shares. The offer:
- (a) shall be in writing and give details of the number and subscription price of the shares; and
  - (b) may stipulate that any Member who wishes to subscribe for a number of shares in excess of the proportion to which each is entitled shall, in its acceptance, state the number of excess relevant securities for which they wish to subscribe.
14. The Proportionate Interest of the holder(s) of Class B Shares shall not be affected by the allotment of further Class A Shares after the date of adoption of these Articles.

**POWER TO ALLOT**

Power to allot shares

15. The Directors are authorised to exercise all powers of the Company to allot relevant securities, but only if the allotment otherwise conforms to the requirements of these Articles. The maximum nominal amount of relevant securities which may be allotted under this authority shall be the nominal amount of the unissued share capital at the date of adoption of these Articles or such other amount as may from time to time be authorised by the Company in a general meeting. The authority conferred on the Directors by this Article shall remain in force for a period of five years from the date of adoption of these Articles but may be revoked, varied or renewed from time to time by the Company in a general meeting in accordance with the Act.
16. The Company may exercise the powers of paying commissions conferred by Section 56 of the Act. Subject to the provisions of the Act, 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.
17. Except as required by law, no person shall be recognized by the Company as holding any share upon any trust, and the Company shall not be bound by or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except as otherwise provided by the Articles or by law) any other rights or interests in respect of any share except an absolute right to the entirety thereof in the registered holder.

Power to pay commission and brokerage

Shares held on trust

**CERTIFICATES**

Issue of Certificates

18. Every person whose name is entered as a member in the Register of Members shall be entitled without payment to receive within two months after allotment or lodgement of transfer (or within such other period as the conditions of issue shall provide) one certificate for all his shares of any one class or several certificates each for one or more of his shares upon payment of such sum or otherwise acquired, as the Directors shall from time to time determine. Every certificate shall be issued under the Seal. The certificate shall specify the shares or securities to which it relates and the amount Paid Up or otherwise acquired thereon. Provided that the Company shall not be bound to register more than three persons as the joint holders of any shares (except in the case of executors of trustees of a deceased Member), and, in case of a share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate therefore, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders.

19. If a share certificate be worn out, defaced, lost or destroyed, it may be renewed on payment of such fee (if any) and on such terms (if any) as to evidence, indemnity and the payment of out-of-pocket expenses of the Company for investigating evidence, as the Directors think fit. Renewal of Certificates

**LIEN**

Company's lien

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

21. The Company may sell, in such manner as the Directors think fit, any share on which the Company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing, stating and demanding payment of the sum presently payable, and giving notice of intention to sell in default, shall have been given to the holder for the time being of the share or the person entitled by reason of his death or bankruptcy to the shares. For giving effect to any such sale, the Directors may authorise some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in such transfer, and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

Sale of shares subject to lien

22. The net proceeds of 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 shares prior to the sale) be paid to the person entitled to the shares at the time of the sale.

Application of proceeds of such sale

**CALLS ON SHARES**

Calls

23. The Directors may from time to time make calls upon the Members that hold Class A Shares in respect of any moneys (whether on account of the amount of the shares or by way of premium) unpaid on their shares, provided that (except as otherwise fixed by the conditions of application or allotment) no call on any shares shall exceed one-fourth of the nominal amount of the share or be payable at less than fourteen days from the last call, and each Member shall (subject to receiving at least fourteen days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the Directors may determine.

24. A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed. A call may be made payable by instalments.

Time when made

25. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

Liability of joint holders

26. If a sum called in respect of a share is not paid before or on the day appointed for payment, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment to the time of actual payment at such rate not exceeding 10 percent per annum, as the Directors may determine, but the Directors shall be at liberty to waive payment of such interest wholly or in part. Interest on calls
27. Any sum which by the terms of issue of a share becomes payable upon allotment or at any fixed date, whether on account of the amount of the shares or by way of premium, shall for all the purposes of these 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 sum had become payable by virtue of a call duly made and notified. Sums due on allotment to be treated as calls
28. The Directors may from time to time make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and in the times of payment. Power to differentiate
29. The Directors may, if they think fit, receive from any Member willing to advance the same, all or any part of the moneys unpaid upon the shares held by him beyond the sums actually called up thereon as a payment in advance of calls and such payment in advance of calls shall extinguish, so far as the same shall extend, the liability upon the shares in respect of which it is advanced, and upon the moneys so received, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which it has been received, the Company may pay interest at such rate as the Member paying such sum and the Directors agree upon. Payment of calls in advance

#### **RESTRICTIONS ON TRANSFERS**

30. No share may be transferred unless the transfer is made in accordance with these Articles. The Class A Shares shall be freely transferable. No Class B Shares (or any interest in Class B Shares) may be transferred, sold, assigned, pledged, charged or otherwise disposed of.

#### **DIRECTORS' RIGHT TO INFORMATION**

31. The Directors may from time to time require any Member to provide the Company with such information and evidence relating to such Member's Equity Shares as they may reasonably require to ensure compliance with this Article. If a Member fails to provide information or evidence in respect of any shares registered in its name to the reasonable satisfaction of such Directors within 14 days of their request, such Directors may serve a notice on the Member stating that the Member shall not in relation to those shares held by that Member be entitled to be present or to vote in person or by Proxy at any general meeting of the Company or any meeting of the holders of shares of that class or to receive dividends or other distributions on the shares until such evidence or information has been provided to the Directors' satisfaction.

#### **DIRECTORS' RIGHT TO REFUSE REGISTRATION**

32. The Directors shall forthwith register any duly stamped transfer made in accordance with these Articles, but otherwise may in their absolute discretion and without assigning any reason therefore refuse to register any transfer of shares (not being fully-paid shares) which is not made in accordance with these Articles or is made to a person of whom they do not approve, or which is of a share on which the Company has a lien. Refusal to register transfer
33. The Directors may, subject to compliance with the requirements of the Act as to advertisement, suspend the registration of transfers at such time and for such periods as they may from time to time determine, but such registration shall not be suspended for more than 30 days in any year. Suspension of registration

34. All instruments of transfer which shall be registered shall be retained by the Company, but any instrument of transfer which the Directors may decline to register in accordance with Article 32 or 33 shall, on demand, be returned to the person depositing it with the Company.
35. The Directors may decline to recognise any instrument of transfer unless:
- (a) such reasonable fee, as the Directors may from time to time require, is paid to the Company in respect thereof; and
  - (b) the instrument of transfer is deposited at the Company's registered office or such other place as the Director may appoint, accompanied by the certificate of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer.

Recognition of instrument of transfer

Notice requiring payment of Calls

Notice to state time and place for payment

### **FORFEITURE OF SHARES**

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

Forfeiture on non-compliance with notice

Notice after forfeiture

Sale of forfeited shares

Rights and liabilities of Members whose shares have been forfeited

Title to forfeited shares

Directors may enforce payment without any allowance for the value of the shares at the time of forfeiture.

42. A statutory declaration in writing by a Director or the Secretary that a share has been duly forfeited on the date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share, and such declaration and the receipt by the Company of the consideration (if any) given for the share on the sale, re-allotment or disposal thereof together with the share certificate delivered to a purchaser or allottee thereof shall (subject to the execution of a transfer if the same be required) constitute a good title to the share, and the person to whom the share is sold, re-allotted or disposed of shall be registered as the holder of the share and shall not be bound to see to the application of the purchase money (if any).

#### INCREASE OF CAPITAL

Power to increase capital

43. The Company may from time to time by ordinary resolution increase its share capital by such sum to be divided into shares of such amount as the resolution shall prescribe.
44. All new shares shall be subject to the provisions of these Articles with reference to payment of calls, lien, transfer, transmission, forfeiture and otherwise and, unless otherwise provided in accordance with the powers contained in these Articles or any Shareholders Agreement, shall be Equity Shares.

Right and liabilities attached to new shares

#### ALTERATION OF CAPITAL

Power to consolidate shares

45. Subject to Article 6 and the Shareholders Agreement, the Company may by ordinary resolution:
- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- (b) cancel any shares which, at the date of the passing of the resolution, have not been taken, or agreed to be taken by any person, and diminish the amount of its capital by the amount of the shares so cancelled;
- (c) sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the Company's Memorandum of Association (subject, nevertheless, to the provisions of the Act), and so that the resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may have any such preferred or other special rights over, or may have such deferred rights, or be subject to any such restrictions as compared with the others as the Company has power to attach to unissued or new shares;
- (d) reduce its capital or any capital redemption reserve fund or any share premium account in any manner authorised by the Act.

Power to cancel shares

Power to sub-divide shares

Power to reduce capital

#### GENERAL MEETINGS

Annual General Meeting

46. A general meeting shall be held as the annual general meeting once in every year (the "**Annual General Meeting**"), at such time (within a period of not more than fifteen months after the holding of the last preceding Annual general meeting) and place as may be determined by the Directors. All general meetings other than Annual General Meetings shall be called "**extraordinary meetings**".
47. The Board may by resolution call an extraordinary meeting whenever they think fit or such a meeting may be called by any Member who owns not less than 15 percent of the outstanding Equity Shares entitled to vote at such meeting and shall, on requisition in accordance with the Act, proceed to convene an extraordinary meeting as required by the Act. In the case of an extraordinary meeting called in pursuance of a requisition, unless such meeting shall have been called by the Directors, no business other than that stated in the requisition as the objects of the meeting shall be transacted.

Extraordinary General Meetings

48. A resolution in writing, signed by all the Members for the time being entitled to vote thereat, shall be effective as a resolution passed at a meeting of Members duly convened and held, and may consist of several documents in the like form, each signed by one or more of such Members.

#### **NOTICE OF GENERAL MEETINGS**

Notice of General Meetings required

49. All meetings of Members shall be called by twenty-one days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and exclusive of the day for which it is given, and shall specify the place, the day, and the hour of meeting, and in case of special business, the general nature of such business (and in the case of a meeting convened for passing a special resolution, the intention to propose such resolution as a special resolution). Notice of the meeting must be given to all Members of the class or classes that are entitled to vote. Notwithstanding the foregoing, all the Members may, by an instrument in writing delivered before or after the meeting or by participation at the meeting, waive notice of any meeting of the Meetings, in which event any such meeting shall be considered to be duly constituted notwithstanding the absence of notice in respect thereof.

50. The accidental omission to give notice to, or the non-receipt of notice by any Member, shall not invalidate the proceedings at any general meeting.

Omission and non-receipt of notice

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

Special business

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

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

Notice of resolutions and amendments by Members

53. Upon receipt of any notice served in accordance with Article 52, the Secretary shall include in the notice of the general meeting in any case where the notice of intention is received before the notice of the meeting is issued, and shall in any other case issue as soon as possible to the Members notice that such resolution or amendments will be proposed. Any resolution or amendment of which such notice has not been given shall in the case of a resolution and may in the case of an amendment be ruled out of order, and the ruling of the Chairman shall be conclusive.

Issue of such notice

54. The quorum at any general meeting of the Company, or adjourned general meeting, shall be two Members present and representing, in person or by Proxy, not less than 51 percent of the voting power represented by Equity Shares entitled to vote at such meeting. No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.

Quorum

55. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of the Members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week (or, if that day is not a Business Day, the next Business Day) at the same time and place. Quorum at any such adjourned meeting shall be the same as for the earlier meeting. Only those items included on the agenda for the original meeting

Adjournment if quorum not present

may be acted upon at such a rescheduled meeting, but any matters may be considered with the consent of all Members at an adjourned meeting.

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| 56. | The chairman of the Board of Directors if any shall preside as Chairman at every general meeting of the Company. If at any meeting the Chairman is not present within fifteen minutes after the time appointed for holding the meeting, or be unwilling to act as Chairman, those Members present shall choose some Director to act as Chairman, or if no Director be present, or if all the Directors present decline to take the chair, they shall choose some Member present to act as Chairman, in either case in accordance with their respective voting rights.   | Election of Chairman                        |
| 57. | The Chairman may with the consent of any general meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. When a meeting is adjourned for fourteen days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.  | Adjournment<br><br>Notice of adjournments   |
| 58. | At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman or by at least one Member present in person or by Proxy and entitled to vote, or by a Member or Members entitled either by reason of their own holding or as representatives or as proxies, to cast one-tenth or more of the votes which could be cast in respect of that resolution if all persons entitled to vote thereon were present at the meeting. Unless a poll is so demanded, a declaration by the Chairman that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, or not carried, and an entry to that effect in the minute book shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. | Method of Voting and demand of poll vote    |
| 59. | If any votes shall be counted which ought not to have been counted, or might have been rejected, the error shall not vitiate the resolution unless the same be pointed out at the same meeting, or at any adjournment thereof, and not in that case unless it shall in the opinion of the Chairman of the meeting be of sufficient magnitude to vitiate the resolution.   | Votes counted in error                      |
| 60. | If a poll is duly demanded, it shall be taken at such time and in such manner (including the use of ballot or voting papers or tickets) as the Chairman may direct, and the result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The Chairman may in the event of a poll, appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll. The demand for a poll may with the consent of the Chairman of the meeting be withdrawn.  | How poll to be taken                        |
| 61. | In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded is not entitled to a second or casting vote.  | No casting vote                             |
| 62. | A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. No notice need be given of a poll taken immediately.  | Time for taking a poll                      |
| 63. | The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.   | Continuance of business after demand a poll |

**VOTES OF MEMBERS**

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| 64. | Subject to any special rights or restrictions as to voting attached by or in accordance with these Articles to any class of shares, on a show of hands and on a poll, every Member who is present in person or by Proxy shall have one vote for every Equity Share of which he is the holder. All questions proposed for consideration by the | Voting rights of Members |
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Members at a meeting shall be determined, and all resolutions, in order to be effective, shall be passed, by Members holding at least a majority of the issued Equity Shares.

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| 65. | 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 of Members.  | Voting rights of joint holders                                 |
| 66. | A Member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, curator bonis, or other person in the nature of a committee or curator bonis appointed by such court, and such committee, curator bonis or other person may on a poll vote by Proxy, provided that such evidence as the Directors may require of the authority of the person claiming to vote shall have been deposited at the Company's registered office not less than three days before the time for holding the meeting.            | Voting Rights of lunatic Members                               |
| 67. | No Member shall, unless the Directors otherwise determine, be entitled to vote at a general meeting either personally or by Proxy, or to exercise any privilege as a Member unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.   | No right to vote where a call is unpaid                        |
| 68. | No objection shall be raised to the qualifications of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting whose decision shall be final and conclusive.  | Objections   |
| 69. | Any corporation which is a Member of the Company may, by resolution of its directors or other governing body, authorise any person to act as its representative at any meeting of the Company or of any class of Members of the Company, and such representative shall be entitled to exercise the same powers on behalf of the corporation which he represents as if he had been an individual shareholder, including power, when personally present, to vote on a show of hands.  | Voting of corporation  |
| 70. | 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 appointor is a corporation either under the common seal or under the hand of an officer or attorney so authorised.   | Execution of proxies   |
| 71. | The instrument appointing a Proxy and the power of attorney or other authority (if any) under which it is signed, or a notarised certified copy of such power or authority, shall be deposited at the Company's registered office not less than twenty-four hours before the time appointed for holding the meeting or adjourned meeting, or in the case of a poll not less than twenty-four hours before the time appointed for the taking of the poll at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.                                     | Deposit of proxies   |
| 72. | An instrument of proxy may be in the usual common form or in such other form as the Directors shall prescribe. The proxy shall be deemed to include the right to demand, or join in demanding, a poll, and shall (except and to the extent to which the proxy is specially directed to vote for or against any proposal) include power generally to act at the meeting for the member giving the proxy. A proxy, whether in the usual or common form or not shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates and need not be witnessed. | Form of proxies  |
| 73. | A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or revocation of the proxy, or of the authority under which the proxy was executed, or the transfer of the share in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by   | Intervening death or insanity of principal not to revoke proxy |

the Company at the Company's registered office before the commencement of the meeting or adjourned meeting at which the proxy is used.

**DIRECTORS**

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| 74. | The number of Directors shall be five. The Directors shall be nominated by the Members in proportion to their Proportionate Interests; provided, however, that the Government Shareholder shall at all times be entitled to appoint two Directors for as long as it holds Equity Shares.   | Number of directors             |
| 75. | No shareholding qualification for Directors shall be required.   | Share qualification             |
| 76. | The Directors shall be paid by the Company in their capacities as Directors.   | Remuneration of Directors       |
| 77. | Any Director who serves on any committee or who devotes special attention to the business of the Company or who otherwise performs services which, in the opinion of the Board, are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary, performance related bonus or otherwise as the Board may determine, which shall be charged as part of the Company's ordinary working expenses.  | Extra remuneration              |
| 78. | <p>The office of a Director shall be vacated in any of the following events:</p> <ul style="list-style-type: none"> <li>(a) if (not being an executive director holding office as such for a fixed term) he resigns his office by writing under his hand at the Company's registered office;</li> <li>(b) if he has a receiving order made against him or compounds with his creditors;</li> <li>(c) if he be found lunatic or of unsound mind;</li> <li>(d) if he be absent from meetings of the Directors for six months without leave and the Directors resolve that by reason of such absence, his office be vacated;</li> <li>(e) if he be removed from office pursuant to Article 85; or</li> <li>(f) upon conclusion of the next annual general meeting after the director turns 70.</li> </ul>   | Vacation of office of Directors |
| 79. | <p>A Director, notwithstanding his office:</p> <ul style="list-style-type: none"> <li>(a) may be a party to or otherwise be interested in any transaction or arrangement with any member of the Company's Group or with the Company's holding company;</li> <li>(b) may hold any other office or place of profit under the Company (other than the office of auditor) and may act in a professional capacity for the Company in conjunction with his office of director, on such terms as to remuneration and otherwise as the Board may determine;</li> <li>(c) (or an intending Director) shall not be disqualified by his office from contracting with the Company, either with regard to his tenure of any such other office or place of profit, or as vendor, purchaser or otherwise;</li> <li>(d) nor shall any such contract, or any contract arrangement entered into by or on behalf of the Company in which any Director is in any way interested be liable to be voided;</li> <li>(e) shall not be liable to account to the Company for any profit realised by any contract or arrangement referred to in (a) to (d) above by reason of such Director holding that office, or of the fiduciary relating thereby established,</li> </ul> | Holding of concurrent office    |

PROVIDED THAT, with the exception of interests in (a) above, the nature of the interest of the Director in such contract or proposed contract or arrangement be

- declared at the meeting of the Directors at which the question is first taken into consideration if his interest then exists, or in any other case at the next meeting of the Directors held after he became interested. A Director may not vote in respect of any contract or arrangement in which he is interested and be counted in ascertaining whether a quorum is present.
80. A Director shall be deemed to have disclosed the nature and extent of an interest which consists of him being a director, officer or employee of any body corporate in which the Company is interested.
81. The holder of Class A Shares shall elect from amongst the Directors appointed by them a Chairman of the Board on such terms and for such period as they may think fit.
82. Subject to any provisions to the contrary contained in the Act or in these Articles, the Directors may entrust to and confer upon the Chairman and upon a Director holding any such executive office as aforesaid any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they deem fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any such powers.
83. Subject to any Shareholders Agreement, the Company in general meeting may from time to time increase or reduce the number of Directors by passing a special resolution to that effect.
84. Subject to any Shareholders Agreement, the Directors shall by a resolution of the Board have power at any time, and from time to time, to appoint any person to be a Director, to fill a casual vacancy 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.
85. Subject to any Shareholders Agreement, the Members may by an extraordinary resolution remove any Director before the expiration of his period of office and may appoint another person in his stead.

Declaration of Directors interests

Chairman of the Board

Delegation of powers

Change in number of directors

Removal of Directors

#### **POWERS OF DIRECTORS**

Management by the Directors

86. The business of the Company shall be managed by the Directors, who may exercise all such powers of the Company as are provided by the Act, by these Articles or by any Shareholders Agreement required to be exercised by the Company in the general meeting or otherwise by the Members, subject nevertheless to any regulations of these Articles, to the provisions of the Act, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by special resolution of the Company, but no regulation so made by the Company shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Article. In the exercise of their powers, the Directors may have regard to the interest of the company's holding company in accordance with Section 182 of the Act.
87. The Directors may arrange that any branch of the business carried on by the Company or any other business in which the Company may be interested shall be carried on by or through one or more subsidiary companies, and they may on behalf of the Company make such arrangements as they think advisable for taking the profits or bearing the losses of any branch or business so carried on or financing, assisting or subsidising any such subsidiary company or guaranteeing its contracts, obligations or liabilities and they may appoint, remove and re-appoint any persons (whether members of their own body or not) to act as directors, executive Directors or managers of any such company or any other company in which the Company may be interested, and may determine the remuneration (whether by way of salary, commission on profits or otherwise) of any person so appointed, and any Directors of this Company may retain any remuneration so payable to them.

Ability to act in the interest of the holding company

Use of branch

88. The Directors may from time to time and at any time by power of attorney under the Seal appoint any company, firm or person or any body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may deem fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may deem fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretion vested in him. Appointment of attorney
89. The Company may exercise the powers conferred by the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors. Use of seal abroad
90. The Company, or the Directors on behalf of the Company, may cause to be kept in the United Republic of Tanzania in which the Company transacts business, a Branch Register or Registers of Members resident there and the Directors may (subject to the provisions of the Act) make and vary such regulations as they may deem fit with respect to keeping of any such register.
91. The Directors may raise or borrow for the purposes of the Company's business such sum or sums of money as they may in their absolute discretion deem fit. The Directors may secure the repayment or raise any such sums as aforesaid by legal or equitable mortgage or charge upon the whole or any part of the property and assets of the Company, present and future, including its uncalled capital, or by the issue at such price as they may deem fit, of debentures and debenture stock either charged upon the whole or any part of the property and the assets (including its uncalled capital) of the Company or not so charged, or in such other way as the Directors may deem expedient. Borrowing powers
92. Subject to the provisions of Article 77 of these Articles, a Director of this Company may be or become a director or other officer of, or otherwise interested in, any company including but not limited to any company promoted by this Company, in which this Company may be interested as Member or otherwise or any holding company of this Company, and no such Director shall be accountable for any remuneration or other benefits received by him as director or officer of, or from his interest in such other company. The Board may also exercise the voting power conferred by the shares in favour of any resolution appointing it or any of its number, directors or officers of such other company. Furthermore, any Director of this Company may vote in favour of the exercise of such voting rights in manner aforesaid notwithstanding that he may be or be about to become a director or officer of such other company and as such or in any other manner is or may be interested in the exercise of such voting rights in a manner aforesaid. Holding of concurrent office
93. All cheques, promissory notes, bills of exchange, and other negotiable or transferable instruments and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine. Signature of cheques and bills

#### **DIRECTORS RESOLUTIONS**

94. Notwithstanding the composition of the Board, at any meeting of the Board at which the quorum is present, the aggregate voting power of the Directors of the Company nominated by a Member and present at the meeting shall be equal to such Member's Proportionate Interest, divided equally among such Directors. All questions proposed for consideration by Directors at a meeting of the Board shall be determined, and all resolutions, in order to be effective, shall be passed, by Directors nominated by the Members holding at least a majority of the issued and outstanding Equity Shares, which majority must include the approval of the Government Shareholder for so long as it holds the Free Carried Interest. Proceedings in case of vacancies
95. The Chairman shall not be entitled to a second or casting vote.

## BOARD MEETINGS

96. The continuing Directors may act notwithstanding any vacancies in the Board, but if and so long as the number of Directors is reduced below the number fixed by or in accordance with these Articles, the continuing Directors or Director may act for the purpose of filling up vacancies in the Board or of summoning general meetings of the Company, but not for any other purpose. If there be no Directors or Director able or willing to act, then any Member may summon a general meeting of Members for the purpose of appointing Directors.
97. In the absence of the Chairman, the chairman of the meeting of the Board shall be the person chosen by the Directors who are present at the meeting in accordance with their respective voting rights. Chairman
98. The Board will meet at least quarterly and at such other times as considered necessary. Any Director nominated by a Member holding at least a 15 percent Proportionate Interest can call a meeting of the Board on not less than 15 days' written notice given to all other Directors; provided that all the Directors may, by an instrument in writing delivered before the meeting or by participating at the meeting, waive notice of any meeting of Directors, in which event any such meeting shall be considered to be duly constituted notwithstanding the absence of notice in respect thereof.
99. A resolution in writing, signed by all the Directors for the time being, shall be effective as a resolution passed at a meeting of the Directors duly convened and held, and may consist of several documents in the like form, each signed by one or more of the Directors. Resolutions in writing
100. The Directors, and any committee of the Directors, shall be deemed to meet together if, being in separate locations, they are linked by conference telephone or other communication equipment which allows those participating to hear and speak to each other, and a quorum in that event shall be two Directors so linked. Unless unanimously agreed by the Board, such meetings shall be deemed to take place in Tanzania. Telephone board meetings
101. The quorum at any meeting of the Directors shall be two Directors (provided that at least one director shall be the appointee of the Government Shareholder) present in person or by means of communication referred to in Article 100. A person who holds office only as an alternate Director shall, if his appointor is not present, be counted in the quorum reflecting the designation of his appointor. No business shall be transacted at any meeting of the Directors unless a quorum is present at the commencement of the meeting and also when that business is voted on. If a quorum is not present within thirty minutes of the time for the relevant meeting as set out in the notice of meeting then the Director(s) present shall resolve to adjourn that meeting to the same day in the immediately following week (or, if that day is not a Business Day, the next Business Day) at the same place and time. Quorum at such adjourned meeting shall be the number of Directors present at such adjourned meeting either in person or by means of communication referred to in Article 100. Only those items included on the agenda for the original meeting may be acted upon at such a rescheduled meeting, but any matter may be considered with the consent of all Directors at an adjourned Board meeting. Quorum
102. A meeting of the Directors for the time being, at which a quorum is present, shall be competent to exercise all powers and discretion for the time being exercisable by the Directors. Powers of meeting at which a quorum is present
103. Without prejudice and in addition to the provisions of Article 82, the Directors may delegate any of their powers to committees consisting of such number of members of their body as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on them by the Directors. Power to appoint committees
104. The meetings and proceedings of any such committee, consisting of two or more members, shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Directors, so far as the same are applicable and Proceedings at committee meetings

are not superseded by any regulations made by the Directors under the last preceding Article.

105. All acts done by any meeting of Directors, or of a committee of Directors, or by any person acting as a Director, shall as regards all persons dealing in good faith with the Company, notwithstanding that there was some defect in the appointment of any such Director, or person acting as aforesaid, or that they or any of them were disqualified, or had vacated office or were not entitled to vote, be as valid as if every such person had been duly appointed, and was qualified and had continued to be a Director and had been entitled to vote.

Validity of acts of Directors in spite of some formal defect

#### **ALTERNATE DIRECTORS**

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

Provisions for appointing and removing alternate Directors

Records of appointments and proceedings to be kept

#### **MINUTES**

107. The Directors shall cause proper minutes to be made in books to be provided for the purpose of all appointments of officers made by the Directors, of the proceedings of all meetings of Directors and committees of Directors and of the attendances thereat, and of the proceedings of all meetings of the Company and all business transacted, resolutions passed and orders made at such meetings, and any such minute of such meetings if purporting to be signed by the chairman of such meeting, or by the Chairman of the next succeeding meeting of the Company or Directors or committee, as the case may be, shall be sufficient evidence without any further proof of the facts therein stated.

#### **THE SEAL**

108. The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board and shall be so affixed in the presence of at least one Director and the Secretary or some other person approved by the Board, both of whom shall sign every instrument to which the Seal is so affixed in their presence.

Formalities for affixing Seal

#### **AUTHENTICATION OF DOCUMENTS**

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

Power to authenticate documents

#### **DIVIDENDS**

110. Subject to any special rights as to dividend attached to any new class of shares in accordance with these Articles (including Article 11), the profits of the Company available for dividend and resolved to be distributed in respect of any financial year or other period for which the Company's accounts are made up and submitted to

Payment of dividends

the Company in a general meeting shall be apportioned and paid to the Members according to Articles 7 and 8.

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| 111. | No dividend shall be payable except out of the profits of the Company, or in excess of the amount recommended by the Directors.   | Dividends payable only out of profits |
| 112. | Any general meeting declaring a dividend may resolve that such dividend be paid wholly or in part by the distribution of specific assets, and in particular of Paid Up shares, debentures or debenture stock of the Company, or Paid Up shares, debentures or debenture stock of any other company, or in any one or more of such ways. |                                       |
| 113. | If and so far as in the opinion of the Directors the profits of the Company justify such payments, the Directors may pay to the holders of any class of shares interim dividends thereon of such amounts and on such dates as they think fit.   | Payment of interim dividends          |
| 114. | No unpaid dividend, bonus or interest shall bear interest as against the Company.   | Dividends not to bear interest        |
| 115. | The Directors may retain any dividends and bonuses payable on shares on which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.   | Retention of dividends                |
| 116. | The payment by the Directors of any unclaimed dividend into an unclaimed dividend account shall not constitute the Company a trustee in respect thereof, and any dividend unclaimed after a period of twelve years from the date of declaration of such dividend shall be forfeited and shall revert to the Company.                    | Unclaimed dividends                   |
| 117. | If several persons are registered as joint holders of any share any one of them may give effectual receipts for any dividend or other moneys payable on or in respect of the share.   | Dividends due to joint holders        |

#### RESERVES

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| 118. | The Directors may from time to time set aside out of the profits of the Company and carry to reserve such sums as they think proper which shall at the discretion of the Directors be applicable for meeting contingencies or for the gradual liquidation of any debt or liability of the Company or for repairing or maintaining the works plant and machinery of the Company or for special dividends or bonuses or for equalising dividends or for any other purposes to which the profits of the Company may properly be applied and pending such application may at the like discretion either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Directors think fit.  | Carry profit to reserve  |
| 119. | The Directors may divide the reserve into such special funds as they think fit and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided as they think fit.  | Application of reserve<br>Division of reserve into special funds |
| 120. | The Directors may also without placing the same to reserve carry forward any profits which they may think it not prudent to divide.   | Power to carry forward profits                                   |
| 121. | The Directors may establish a reserve to be called the “ <b>Capital Reserve</b> ”, which shall not be available for dividend, but which shall be available to meet depreciation or contingencies or for repairing, improving, or maintaining any property of the Company or for such other purposes as the Directors may in their discretion think conducive to the interests of the Company, and the Directors may invest the sums standing to the Capital Reserve in such investments as they think fit, other than shares or stock of the Company, and may from time to time deal with or vary such investments and dispose of all or any part thereof with full power to employ the Capital Reserve in the business of the Company, and that without keeping it separate from the other assets and with power to divide the said Capital Reserve into separate accounts or funds if they think fit. | Power to establish and deal with a Capital Reserve               |

## CAPITALIZATION OF PROFITS AND RESERVES

Power to capitalise profits

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

## ACCOUNTS

Directors to keep proper accounts

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

124. The books of account shall be kept at the Office or at such other place as the Directors deem fit and shall always be open to the inspection of the Directors. Except as set out in any Shareholders Agreement, no Member (other than a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by the Act or authorised by the Directors or by the Company in a general meeting.

Inspection of books

125. The Directors shall once at least in every year lay before the Company in a general meeting a profit and loss account and a balance sheet containing a general summary of the capital, the assets, and the liabilities of the Company arranged under suitable heads, both made up to a date not more than six months before the meeting.

Submission of balance sheets and profits and loss account

126. Every such balance sheet as aforesaid shall be signed on behalf of the Board by two of the Directors, and shall have attached to it a report of the Directors as to the state of the Company's affairs and the amount which they recommend to be paid by way of dividend to the Members, and the amount (if any) which they have carried or propose to carry to the Capital Reserve, fund, general reserve or reserve account shown specifically on the balance sheet or to be shown specifically on a subsequent balance sheet. The balance sheet shall also have attached or annexed to it, the auditors' report and such other documents as the Act may require.

Signature on balance sheets

## AUDIT

Appointment of auditors

127. The Company shall at each Annual General Meeting appoint an auditor or auditors to hold office until the next ensuing Annual General Meeting. The auditor's report shall be read before the Company at the Annual General Meeting and shall be open to inspection by any Member. The auditors' duties shall be regulated in accordance with the Act.

128. No Director or other officer of the Company or any person who is a partner of or in the employment of an officer of the Company, or any corporation, shall be capable of being appointed auditor of the Company.

Directors may not be auditors

Service of Notices

### NOTICES

129. A Member whose registered address is not within Tanzania shall be entitled to have notices sent to him as if he were a Member with a registered address within Tanzania.
130. Any notice or other document may be served on or delivered to any Member by the Company either personally, or by sending it by pre-paid registered post (air mail in the case of an address for service outside Tanzania) addressed to the Member at his registered address, by fax or email to a number or address provided by the Member for this purpose, or by leaving it at his registered address, addressed to the member, or by any other means authorised in writing by the Member concerned.

### TIME OF SERVICE

131. Except as otherwise contemplated by any Shareholders Agreement,
- (i) any notice or other document if given personally, shall be deemed served when delivered; if sent by registered post, shall be deemed to have been served or delivered 48 hours after posting to an address in Tanzania or five days after posting to an address outside Tanzania; and if sent by fax or email, it shall be deemed served when dispatched; and
  - (ii) in proving such service or delivery, it shall be sufficient to prove that the notice or document was delivered to the address given for notice, or properly addressed, stamped and put in the post or, in the case of a fax or email, that such fax or email was duly dispatched to a current fax number or email address of the addressee
132. Any requirement in these Articles for any notice, resolution or other document to be signed by or on behalf of any person shall be deemed satisfied where a notice, resolution or other document is received with the signature of the relevant person reproduced thereon by means of telex print out or facsimile copy if such signature is confirmed by receipt of the notice, resolution or document bearing the original signature in manuscript within 14 days of receipt of the reproduction.

### WINDING-UP

Provisions relating to liquidation

133. If the Company shall be wound up (whether the liquidation is voluntary, under supervision, or by the court), the liquidator may with the authority of a special resolution, divide among the Members in specie or kind the whole or any part of the assets of the Company and whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds and may for such purpose set such value as he deems fair upon any one or more class or classes of property and may determine how such division shall be carried out as between the Members or different classes of Members, provided always that such division shall be consistent and in accordance with Articles 8 and 12. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of Members as the liquidator with the like authority shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares in respect of which there is a liability.

### INDEMNITY

Indemnity of Directors and officers or servants

134. Subject to the provisions of the Act every Director, managing agent, auditor, manager, Secretary or officer or servant of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.
135. No Directors, managing agent, auditor or other officers of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or officer, or for joining in any receipt or other act for conformity or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any

property acquired by order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency or any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person with whom any moneys, securities or effects shall be deposited, or for any loss occasioned by any error of judgment, omission, default or oversight on his part, or for any other loss, damages or misfortune whatsoever which shall happen in relation to the execution of the duties of his office or in relation thereto, unless the same happen through his own dishonesty.

**INSURANCE**



Company to maintain insurance

136. The Company shall (at the cost of the Company) effect and maintain for each Director policies of insurance insuring each Director against risks in relation to this office as each director may reasonably specify including without limitation, any liability which by virtue of any rule of law may attach to him in respect of any negligence, default of duty or breach of trust of which he may be guilty in relation to the Company.

**PARAMOUNTCY**

Paramountcy of Shareholders Agreement

137. In the event of any conflict or inconsistency between the provisions of these Articles and the terms of any Shareholders Agreement in effect at the relevant time, the provisions of such Shareholders Agreement shall prevail to the extent not inconsistent with applicable law.

Name, Address and Description of Subscriber	Number of Shares taken	Seal / Signature of Subscribers
TREASURY REGISTRAR	850 – Class B Shares	For and on behalf SEAL: Name: Nehemia K. Mchechu Position: Treasure Registrar 
EAST AFRICA HOLDINGS LIMITED	4,150 – Class A Shares	Signature:  Stamp: Name: Graham Jacobs Position: Director

Dated 18-06-2021

**Witness to the above signatures:**

Name: ZEPHANIA ELIBARUKI MUYA

Signature: 

Postal Address: P.O BOX 8861 DA

Qualification: Advocate/Notary Public/Commissioner for Oaths

