THE COMPANIES ACT [CAP 212 R.E. 2002]

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

SAGEMCOM ENERGY & TELECOM TANZANIA LIMITED

Incorporated this ..... day of ....., 2013

DRAWN BY:

MKONO & CO
ADVOCATES
8TH FLOOR EXIM TOWER
GHANA AVENUE
P.O BOX 4369
DAR ES SALAAM

THE COMPANIES ACT (NO.12 OF 2002)

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

SAGEMCOM ENERGY & TELECOM TANZANIA LIMITED

Certified true copy of the Original
Sign:.....Date:.....
JAMES GENERALI MAREMGA
Advocate, Notary Public & Commissioner for Oaths

Certified true copy of the Original
Sign:.....Date:.....
JAMES GENERALI MAREMGA
Advocate, Notary Public & Commissioner for Oaths

1. The name of the Company is SAGEMCOM ENERGY & TELECOM TANZANIA LIMITED

2. The Registered Office of the Company will be situated on the mainland of the United Republic of Tanzania.

3. The purpose for which the Company is established is the transaction of any and all lawful business for which companies may be incorporated in Tanzania; and more particularly the Company shall have powers:-

(a) (i) To carry on the businesses of a provider of telephone, television, telegraph, cable and wireless communications infrastructure and to establish, work, manage, market, sell, hire out, and maintain towers, masts, sites, and any other application of information or communication technology.

(ii) To be involved in the management, operation and use of electronic communications networks and services

(iii) To construct radio base stations and installation of devices and systems for energy site management.

(iv) To install, operate, maintain and exploit a public mobile radio telephone system and to carry on business as importers, exporters and distributors and dealers in all kinds of telecommunication equipment, material, apparatus and accessories relating to telecommunication and to install, repair, maintain, service and generally deal in such equipment; and deal generally in products or equipment relating to telecommunication, visual communication, video communication, paging, voice feed back automatic lettering, cellular telephone system, including all apparatus, accessories, appliances and things used in connection therewith, or any new inventions relating therewith belonging to the Company or procured by the Company or belonging to the customers of the Company. .

(v) To carry on all or any of the business of suppliers, installers, repairers and maintainers of telecommunications infrastructure of every description including but not limited to towers, masts, sites.

(vi) To purchase or otherwise acquire, construct, maintain and deal with towers, masts, sites and also lands, works, buildings and apparatus in any part of the world or in space.

(vii) To acquire, carry on, and deal with the undertakings, works, lands, property, and businesses of other companies and persons engaged in manufacturing, constructing, and laying down telephone lines, cables, instruments, machinery, wire, and other materials and things used for or in connection with the transmission of communications and information.

(viii) To erect aerials and transmission and receiving equipment.

(ix) To carry on the business and to act as importers, exporter, traders, brokers, dealers and commission agents.

(b) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.

(c) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.

(d) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Republic of Tanzania or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.

(e) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

(f) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

(g) To invest and deal with the monies of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.

(h) To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (Including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).

(i) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

(j) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

(k) To apply for, promote, and obtain any licence of authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

(l) To enter into any arrangements with any government authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.

(m) To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.

(n) To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.

(o) To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

(p) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.

(q) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.

(r) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.

(s) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company.

(t) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and

services for any persons who are or have been directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.

(u) To distribute among the members of the Company in kind any property of the Company of whatever nature.

(v) To procure the Company to be registered or recognised in any part of the world.

(w) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.

(x) To do all such other things as may be deemed incidental or conducive to the attainment of the company's objects or any of them.

AND so that:

(i) None of the objects set forth in any sub-clause of this clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this clause. or by reference to or inference from the name of the Company.

(ii) None of the sub-clauses of this clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this clause as though each such sub-clause contained the objects of a separate Company.

(iii) The word 'Company' in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Republic of Tanzania or elsewhere.

4. The liability of the members is limited.

5. The Company's share capital is TShs. 2,000,000.00 divided into 1000 Ordinary shares of TShs. 2,000.00 each.

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

Names, Postal Address Occupation of Subscribers	Number of Shares taken by each	Signature and Seal of Subscribers
Sagemcom Energy & Telecom SAS 250 route de l'Empereur 92500 Rueil Malmaison France	990	
Sagemcom SAS 250 route de l'Empereur 92500 Rueil Malmaison France	10	

Sagemcom
Sagemcom Energy & Telecom S.A.S.
au capital de 44 824 840 €
518 280 337 RCS NANTERRE
Siège Social :
250, route de l'Empereur
92848 RUEIL-MALMAISON CEDEX
FRANCE
Tél. : +33 (0)1 57 61 10 00

Sagemcom
Sagemcom S.A.S.
au capital de 152 241 408 €
440 294 510 RCS NANTERRE
Siège Social :
250, route de l'Empereur
92848 RUEIL-MALMAISON CEDEX
FRANCE
Tél. : +33 (0)1 57 61 10 00

Dated this 12 day of September, 2013

Certified true copy of the Original
Sign:.....Date: 21/3/2015
JAMES GENERALI MARENGA
Advocate, Notary Public & Commissioner for Oaths

WITNESS to the above signatures:

Signature: _____

Postal Address: _____

_____

Qualification: _____

Me Nicolas THIBIERGE
Notaire à PARIS, certifie uniquement la matérialité de la (des) signature(s) de M. Tetsuo SUGIURA
apposée(s) sur le présent document comme émanant bien du (des) signataire(s).
Cette certification de signature(s) ne peut en aucun cas conférer au présent document le caractère d'un acte notarié ; la responsabilité du Notaire ne peut à aucun titre être mise en cause en ce qui concerne le contenu du présent document.
Paris le

AISHA ALLY SINDA
Advocate, Notary Public & Commissioner for Oaths
P. O. Box 4369
Dar es Salaam

THE COMPANIES ACT NO. 12 OF 2002

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

SAGEMCOM ENERGY & TELECOM TANZANIA LIMITED

Certified true copy of the Original
Date: 25/07/2019
Signature: JAMES GENERALI MARENGA
Advocate, Notary Public & Commissioner for Oaths

TABLE A EXCLUDED

1. The regulations in Table A in the First Schedule to the Companies Act (No. 12 of 2002) shall not apply to the Company, except so far as the same are repeated or contained in these Articles.

INTERPRETATION

2. In these Articles, unless the subject or context otherwise requires, the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof:-

WORDS	MEANINGS
"The Act"	The Companies Act (No. 12 of 2002) and every statutory modification and re-enactment thereof for the time being in force.
"These Articles"	These Articles of Association as originally framed or as altered from time to time by Special Resolution.
"The Directors"	The directors for the time being of the Company.
"The Office"	The registered office for the time being of the Company.

"Relevant Securities" means:

(a) shares in the company other than shares shown in the memorandum to have been taken by the subscribers to it or shares alloted in pursuance of an employees' share scheme; and

(b) any right to subscribe for or to convert any security into shares in the companies (other than shares so alloted)

"The Secretary" The Secretary of the Company or any other person appointed to perform the duties of the secretary of the company

"Tanzania" Means the Mainland of the United Republic of Tanzania.

Writing shall include printing and lithography and any other mode or modes of representing or reproducing words in a visible form.

Words importing the singular number only shall include the plural number, and vice versa.

Words importing the masculine gender only shall include the feminine gender; and
Words importing persons shall include corporations.

Subject as aforesaid, any words or expression defined in the Act shall, except where the subject or context forbids, bear the same meanings in these Articles.

SHARE CAPITAL

3. The initial share capital of the Company is TShs. 2,000,000.00 divided into 1,000 ordinary shares of TShs. 2,000.00 each.

4. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any share in the Company may be issued with such preferred, deferred or other special rights or such restrictions, whether in

regard to dividend, voting, return or capital or otherwise as the Company may from time to time by Ordinary Resolution determine.

5. Subject to the provisions of Section 61 of the Act, any preference shares may, with the sanction of an Ordinary Resolution, be issued on the terms that they are, or at the opinion of the Company are liable to be, redeemed on such terms and in such manner as the Company before the issue of the shares may by Special Resolution determine.

6. The Company is a private company and accordingly:

(a) No invitation or offer shall be made to the public (whether for cash or otherwise) to subscribe for any shares in or debentures of the Company, nor shall the Company allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of the those shares or debentures being offered for sale to the public.

(b) The shares shall not be transferable except in accordance with the manner prescribed by these Articles.

(c) The number of members of the company shall be limited to fifty, not including persons who are in the employment of the company and persons who, having been formerly in the employment of the company, were while in that employment, and have continued after the determination of that employment to be, members of the company.

7.(1) The Directors may subject to Article 47 hereof allot, grant options over, or otherwise deal with or dispose of any relevant securities of the Company to such persons and generally on such terms and conditions as the Directors think proper.

(2) The general authority conferred by paragraph (1) of this Article shall be conditional upon due compliance with Article 47 hereof and shall extend to the amount of the authorised share capital of the Company upon its incorporation.

(3) The Directors shall be entitled under the general authority conferred by paragraph (a) of this Article to make at any time before the expiry of such authority any offer or agreement which will or might require relevant securities of the Company to be allotted after the expiry of such authority.

8. If two or more persons are registered as joint holders of any share, any one of such persons may give effectual receipts for any dividends or other moneys payable in respect of such share.

9. No person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or required to recognise any equitable, contingent, future or partial interest in any share or any right whatsoever in respect of any share other than an absolute right to the entirety thereof in the registered holder, except as by these Articles otherwise expressly provided or as required by law.

10. Every member shall be entitled, without payment, to receive within two months after allotment or lodgment of transfer (unless the conditions of issue provide for a longer interval) one certificate (under the Company's common seal or for all the shares registered in his name, specifying the number and (where necessary) denoting numbers of the shares in respect of which it is issued and the amount paid up thereon; Provided that in the case of joint holders the Company shall not be bound to issue more than one certificate to all the joint holders, and delivery of such certificate to any one of them shall be sufficient delivery to all. Every certificate shall be signed by one Director and countersigned by the Secretary or by an assistant or deputy Secretary. Where part only of the shares comprised in a certificate are transferred, the member transferring shall be entitled without payment to a certificate for the balance thereof.

11. If any share certificate shall be defaced, worn out, destroyed or lost, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the Company investigating the evidence as the Directors shall require but otherwise free of charge and (in case of defacement or wearing out) on delivery up of the old certificate.

LIEN

12. The Company shall have a first and paramount lien upon all shares (whether fully paid or not) registered in the name of any member, either alone or jointly with any other person, for his debts, liabilities and engagements, whether solely or jointly with any other person, to or with the Company, whether the period for the payment, fulfillment or discharge thereof shall have actually arrived or not, and such lien shall extend to all dividends from time to time declared in respect of such shares. But the Directors may at any time declare any share to be exempt, wholly or partially, from the provision of this Article.

13. The Directors may sell the shares subject to any such lien at such time or times and in such time or times and in such manner as they think fit, but no sale shall be made until such time as the monies in respect of which such lien exists or some part thereof are or is presently payable or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged, and until a demand and notice in writing stating the amount due to specifying the liability or engagement and demanding payment or fulfillment or discharge thereof and giving notice of intention to sell in default shall have been served on such member or the persons (if any) entitled by transmission to the shares, and default in payment, fulfillment or discharge shall have been made by him or them for fourteen days after such notice.

14. The net proceeds of any such sale shall be applied in or towards satisfaction of the amount due to the Company, or of the liability or engagement, as the case may be, and the balance (if any) shall be paid to the member or the persons (if any) entitled by transmission to the shares so sold.

15. Upon any such sale as aforesaid, the Directors may authorize some person to execute an instrument of transfer of the shares sold to the purchaser and may enter the purchaser's name in the register as holder of the shares, and the purchase money, nor

member (other than an officer of the Company) shall have any right of inspecting any of the accounting records of the Company except as conferred by the Act authorized by the directors or by a resolution of the Company in General Meeting. The Company's accounting records shall at all times be open to inspection by the officers of the company.

117. The Directors shall from time to time in accordance with the provisions of the Act cause to be prepared and to be laid before the company in general meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as required by the Act.

118. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in general meeting, together with a copy of the auditors' report, shall not less than twenty-one days before the date of the meeting be sent to all persons entitled to receive notices of general meetings of the Company.

AUDIT

119. Once at least in every year the accounts of the Company shall be examined, and the correctness of the profit and loss account ad balance sheet ascertained by one or more properly qualified Auditor or Auditors.

120. The appointment, powers, rights, remuneration and duties of the Auditors shall be regulated by the provisions of the Act relating thereto.

NOTICES

121. Any notice to be given pursuant to these Articles shall be in writing and may be served by the Company upon any member either personally or by sending it through the post in a prepaid letter addressed to such member at his registered address as appearing in the register of members or by leaving it at that address.

122. All notices directed to be given to the members shall, with respect to any share to which persons are jointly entitled, be given to whichever of such persons is named first in

the register of members, and any notice so given shall be sufficient notice to the holders of such share.

123. Any member described in the register of members by an address not within Tanzania, who shall from time to time give the Company an address within Tanzania at which notices may be served upon him, shall be entitled to have served upon him at such address any notice to which he would be entitled under these Articles if he had a registered address within Tanzania, but, save as aforesaid, and as provided by the Act, only those members who are described in the register of members by an address within Tanzania shall be entitled to receive notices from the Company.

124. Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the Register of Members, has been duly given to a person from whom he derives his title.

125. A notice may be given by the Company to the persons entitled to any share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to them by name or by the title of representatives or trustees of such deceased or bankrupt member, at the address (if any) in Tanzania supplied for the purpose by such persons as aforesaid, or (until such an address has been supplied) by giving the notice in the manner in which the same would have been given if the death or bankruptcy had not occurred.

126. Any notice or other document, if served or sent by post, shall be deemed to have been served or delivered at the expiration of 48 hours from the time when the envelope containing the same was posted and in any other case at the time at which the letter would be delivered in the ordinary course of post.

WINDING UP

127. If the Company shall be wound up the liquidator may, with the sanction of an extraordinary resolution of the Company and any other sanction required by the Act,

divide amongst the members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, shall think fit, but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

INDEMNITY

128. Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or Auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the Court from liability for negligence, default, breach of trust in relation to the affairs of the Company.

Names, Postal Address Occupation of Subscribers	Number of Shares taken by each	Signature and Seal of Subscribers
Sagemcom Energy & Telecom SAS 250 route de l'Empereur 92500 Rueil Malmaison France	990	
Sagemcom SAS 250 route de l'Empereur 92500 Rueil Malmaison France	10	

SAGEMCOM
Sagemcom Energy & Telecom S.A.S.
au capital de 44 824 840 €
518 280 397 RCS NANTERRE
Siège Social :
250, route de l'Empereur
92848 RUEIL-MALMAISON CEDEX
FRANCE
Tél. : +33 (0)1 57 61 10 00

SAGEMCOM
Sagemcom S.A.S.
au capital de 155 [illegible] €
440 294 510 RCS NANTERRE
Siège Social :
250, route de l'Empereur
92848 RUEIL-MALMAISON CEDEX
FRANCE
Tél. : +33 (0)1 57 61 10 00

Dated this 12 day of September, 2013

Certified true copy of the Original
Sign:..... Date: 23/12/2019
JAMES GENERALI MARENGA
Advocate, Notary Public & Commissioner for Oaths

WITNESS to the above signatures:

Signature: _____

Postal Address: _____

_____

Qualification: _____

Me [illegible] THIBIERGE
Notaire à PARIS, certifie uniquement la matérialité de la (des) signature(s) de Mr [illegible] apposée(s) sur le présent document comme émanant bien du (des) signataire(s).
Cette certification de signature(s) ne peut en aucun cas conférer au présent document le caractère d'un acte notarié ; la responsabilité du Notaire ne peut à aucun titre être mise en cause en ce qui concerne le contenu du présent document.
Paris le

AISHA ALLY SINDA
Advocate, Notary Public & Commissioner for Oaths
P. O. Box 4369
Dar es Salaam