

# **THE COMPANIES ACT**

**ACT NO. 12 OF 2002**

**COMPANY LIMITED BY SHARES**

**MEMORANDUM AND ARTICLES OF  
ASSOCIATION**

**OF**

**AMBONI CONCRETE WORKS LIMITED**

**Incorporated the \_\_11\_\_\_\_day of \_DECEMBER 2024**

**Prepared by:**

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**THE COMPANIES ACT, Act No. 12 of 2002**

**COMPANY LIMITED BY SHARES**

**MEMORANDUM OF ASSOCIATION**

**OF**

**AMBONI CONCRETE WORKS LIMITED**

1. The Name of the Company is **AMBONI CONCRETE WORKS LIMITED**
2. The registered office of the company will be situated in the United Republic of Tanzania.
3. The objects for which the company is formed are:
  - 3.1 To manufacture, process, trade or deal in and undertake manufacturing of concrete poles, bricks, concrete pipes, tiles, lime, building materials, requisites and other materials used in construction or any substitute thereof.
  - 3.2 To produce, manufacture, treat, process, prepare, refine, import, export, purchase, sell and generally to deal in, and to act as brokers, agents, stockist, distributors and suppliers of all types and kinds of concrete poles and related products (whether ordinary, white, coloured, portland, pozzolana, blast, furnace, slag, rapid hardening, silica or otherwise) and limestone, clinker and/or by products thereof, as well as concrete products such as pipes, poles, slabs, asbestos sheets, blocks, tiles, garden wares, plaster of Paris, lime, building materials and otherwise and articles, things, compounds and preparations connected with the aforesaid products and in connection therewith; to take on lease, acquire, erect, construct, establish, work, operate or/and maintain concrete factories, quarries, mines, workshops and other works.
  - 3.3 To manufacture, process, prepare and generally to deal in cement-oriented products, cement poles, cement pipes and cement benches and pre-stressed concrete building section, bridge section, walls, drain covers, and fire clay and fire bricks of all kinds, stoneware, bricks, tiles, earthenware, glassware, glass, crockery, sanitary wares and terracotta, refractories and ceramic wares of all kinds and other allied goods.

- 3.4 To establish, design, develop, maintain, organize, conduct, provide, procure or make available consulting services, trainings, coaching programs and products inside and outside of Tanzania covering all branches of services including all types of manufacturing concrete poles and related products, management, commercial, business, statistical, financial, accountancy, information technology, medical, legal, educational, engineering, data processing, communication and other technological social or other services and products towards designing, building and managing business process, technology and people to enable good business outcomes.
- 3.5 To carry on all or any of consultants in business management systems, project development and management, and product marketing.
- 3.6 To carry on the business of consultancy services for concrete poles and related products, electrical contractors, civil contractors, engineering contractors, engineering promoters, interior and exterior decorator, Developers, labour contractors, construction contractors, furnishers, designers, planners and to undertake the business of dealers and distributors of all kinds of relevant materials and to apply by means of tenders or otherwise to various government and non-government bodies, firms, Corporations, Companies, Individuals and others for the construction of buildings, houses and others and all other works connected therewith and to undertake jobs and render services in all other auxiliary fields;
- 3.7 To carry on business as advisers on concrete poles and other types of electrical infrastructures and the training, and utilization of personnel for industry and business and to carry on all or any of the business of industrial, business and personnel consultants, and to advise on the extension, development and improvements of a types of business or industries and all system or process relating to the research design, production, storage, distribution, marketing and sale of goods or the rendering of services;
- 3.8 To engage in research into all problems relating to concrete poles and related products, personnel and industrial and business management and distribution, marketing and selling; to collect, prepare and information and statistics relating to any type of business, industry, technology; and to promote or propose such methods, procedures and measures may be considering appropriate as result of such research;
- 3.9 To establish and carry on the business of construction of electrical infrastructure for the state or individuals and provide Engineering Consultancy for any company or individual persons, and to undertake or perform contracts or subcontracts in connection therewith, and do all or any of the above things in any part of the world,

and either as principals, agents, trustees or otherwise, and either alone or jointly with others, and either by or through agents, subcontractors, trustees, experts or otherwise;

- 3.10 To seek recognition, collaborations, joint ventures, franchise, affiliations, associations or co-operations of various institutions, bodies, governments, companies, corporate, individual in Tanzania and abroad for fulfillment of the objectives of the company.
- 3.11 To acquire and undertake the whole or any part of the business, property and liabilities of any person, firm or company carrying in any business which the company is authorized to carry on or possess property suitable for the purpose of the company.
- 3.12 To enter any arrangement with any Government or Authority whether, Central, Municipal, Local or otherwise or any person, that may seem conducive to the company's objects or any of them, and to obtain from any such Government or authority any rights, privileges and concessions which the Company may think desirable to obtain and to carry out, exercise and comply with any such arrangement, rights, privileges and concessions.
- 3.13 To invest and deal with moneys of the Company not immediately required upon each security and in such manner as may from time to time be determined.
- 3.14 To negotiate and enter into agreements and contracts with local and foreign individuals, partnerships, governments, institutes, companies, corporations and other organizations for technical, financial or any other assistance for the purpose of activating research and development of manufacturing projects based on know-how, financial participation or technical collaboration and acquire necessary formulae, patent rights, for furthering the objects of the company.
- 3.15 To enter into partnership or any arrangement for profit sharing, union of interest, exchange of shares, joint ventures, reciprocal concessions or co-operations with any person or company carrying on or engaged in or about to carry on or engaged in, any business or transaction which the company is authorized to carry on or engage in or any business or transaction capable of benefiting the company and to subsidize, assist, co-operate or enter into any agreement whatsoever with any such person, partnership, Government, institute or company.
- 3.16 To carry on the business as importer, exporter, buyers, lesser, and sellers of and dealers in all types of components and equipment necessary for attaining the above objects.

- 3.17 To engage and or otherwise carry-on business as transporters, clearing and forwarding agents, to be transport agents, to provide all kinds of carriage services and generally to be cargo haulers and conveyors of passengers, to provide all kinds of sea, air and surface carriage service, to haul cargo of all sizes and quantities, to handle transit cargo, to provide air charter service for both cargo and passengers, to be general transport agents.
- 3.18 To engage in, conduct in and between any and all the regions and districts in Tanzania, neighboring countries and other foreign countries, as agents or otherwise, the business of construction of electrical infrastructures, selling of electrical materials, general trucking, forwarding, cartage, storage, warehousing, consolidation, distributing, wharfage, contracting loading, unloading and stevedore business and to conduct as general brokerage commission and customs house, brokerage service business and to handle and forward for transportation by air, highway, water and rail, road between cities, towns, villages and other places in various parts of the world person, bills notes, packages, merchandise, luggage, goods, wares, parcels and other movable and personal property over and on such lines and routes as may from time to time exist and generally to act as agents for land and estate, brokers, charters, auctioneers, clearing and forwarding agents, insurance agents and agency in all its respective branches.
- 3.19 To transact any and every description of agency, commission, commercial, industrial, manufacturing, mercantile and financial business, and to carry in shipping agents, commission agents, customs agents, provisional merchants, stockiest, importers, exporters, omnibuses and coach proprietors and carries, boat owners, ship owners, amusement carriers and job masters.
- 3.20 To purchase, lease, or otherwise acquire, and to hold, sell, improve, develop, exchange, mortgage or otherwise dispose of any lands, buildings, machinery or plants, mills, factories, warehouses or any here deterrents.
- 3.21 To adopt means of making known the products of the Company as may seem expedient and by advertising in the press, by circulars, by purchase and exhibition of works, art or interest, by publication of books and periodicals, and by granting prizes, rewards and donations.
- 3.22 To enter arrangements, with any Government or authorities (supreme, municipal, local or otherwise) or any corporation, company's objects or any of them, and to obtain from any such government, Authority, Corporation, Company or person, any charters, contracts, decrees, rights, privileges and concessions which

the Company may think desirable, and to carry out, exercise and comply with any such charters, contracts, decrees, rights privileges and concessions.

- 3.23 To enter into (partnership or into) any arrangements, for sharing profits, union or interests, Co-operation, joint venture, reciprocal, concession, or otherwise with any persons, firm or Company carrying on or engaged in or about to carry on or engage in any business or transaction which this Company is authorized to carry on, or engage in or any business or transaction capable of being conducted so as directly or indirectly to benefit this Company. And to lend money to, guarantee the contracts of, or otherwise assist, and to sell, hold, reissue with or without guarantee, or otherwise deal with the same.
- 3.24 To promote any other Company for the purpose of all or any of the property, and undertaking, or any of business or operation which may appear likely to assist or benefit this Company, or to enhance the value of the property or business of this 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 each Company as aforesaid.
- 3.25 To lend and advance money or give credit to such persons, firm or companies and on such terms as may seem expedient, and in particular to customers and others having dealings with Company, and to give guarantee to become surety for any persons, firms or companies for the due payment of money for the performance of any obligations or liabilities.
- 3.26 To receive money or deposit or loan and borrow or raise money in such manner as the Company shall think fit, and in particular by the issue of debentures, or debenture stock (perpetual or otherwise) and to secure the repayment of money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the company (both present and future) including its including its uncalled capital and also by a similar mortgage, charge or lien to secure and guarantee the performance by the company or any other person or company as the case may be.
- 3.27 To establish and support or aid in the establishment and support of association, institutions, funds, trusts, trusts and clubs calculated to benefit the employees or ex-employees of the company which is a subsidiary company of the company or is allied thereto or associated therewith, or dependents or connections of such persons, and to grant or provide pensions and allowances, to make or enter into arrangements for the provisions of policies of life assurance, pensions or other benefits to or for any Directors or employees of the company, or any such predecessor or such company as aforesaid, or the relations, connections or dependents of any such persons, to pay or contribute towards the payment of

premiums in respect of any such policies, pensions or benefits, to establish or support funds, trusts and scheme (including funds, trusts, and scheme providing for payment towards insurance) which may be considered calculated to promote such persons or benefit.

- 3.28 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 thinks fit, and for shares, debentures, or securities of any company purchasing the same.
- 3.29 To purchase or otherwise acquire letters, patents, concessions, licenses, rights and privileges subject to royalty or otherwise, and whether exclusive or on-exclusive or limited, or any part interest in such letters, patents, brevets, concessions, licenses, right and privileges, whether in East Africa or in any other part of the world.
- 3.30 To take all necessary and proper steps with the authority, national, local, municipal or otherwise, of any place in which the company may have interests, and to carry on any negotiations or operations for the purpose of directly or indirectly carrying out the objects of the company or effecting any modification in to in constitution of the company or furthering the interests of its members, and to oppose any steps taken by any other company or persons which may be considered likely, directly or indirectly, to prejudice the interest of the company or its members.
- 3.31 To draw, make accept, endorse, discount, negotiate, execute and issue, buy, sell and deal in bills of exchange, promissory note and other negotiable or transferable instruments, amalgamate or enter partnership or a y joint venture or profit – sharing arrangement with, and to co-operation in any way with or assist or subsidize any Company, firm or person.
- 3.32 To promote or concur in the promotion of any Company, the promotion of which shall be considered desirable, to lend money to and guarantee the performance of the contracts, obligations of and the payment and repayment of the capital and principal of, and dividend interest or premiums payable on any stock, shares and securities of any Company, firm, or person, whether having objects similar to those of this company or not, and to give all kinds of indemnities.
- 3.33 To acquire any such shares, stocks, debentures, debenture stock, bonds, obligations or securities by original subscription, tender, purchase, exchange or otherwise, and to subscribe for the same, either conditionally or other and to guarantee the subscription thereof, and to exercise and enforce all rights and powers conferred by, of incidental to, the ownership thereof.

- 3.34 To issue debentures, debenture stock, bonds, obligations and securities of all kinds and to frame, constitute and secure the same, as may seem expedient, with full power to make the same transferable by delivery or by instrument of transfer or otherwise, and to charge or secure the same by trust deed or otherwise on the undertaking of the company or upon any specific property and rights, present and future, of the company (including, if thought fit, uncalled capital) or otherwise whosoever.
- 3.35 To take part in formation, management, supervision or control of the business or operations of any company, and for that purpose to act as Directors, Administrators, Managers, Secretaries or any other capacity and to appoint and remunerate any directors, administrators, managers, accountants or other expense or agents.
- 3.36 To procure the registration of the company in or under the laws of any place outside Tanzania.
- 3.37 To purchase, sell, subscribe for, underwrite, or otherwise acquire and hold shares, stocks or other interest in, or obligations of any other company or corporation.
- 3.38 To distribute among the members of the company, in kind any property of the company, and shares or securities of other companies belonging to this company.
- 3.39 To act as agents, or brokers and as trustees for any person or company and to undertake and perform sub-contractors and to do all or any of the above business in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or jointly with others and either by or through agents, sub-contractors, trustees or otherwise.
- 3.40 To carry on the business as developers of immovable property of all kinds, and whether urban or rural and construct, erect and maintain building structures, houses, flats, shops, hotel, factories go downs, sewers, roads and all other works erections and things of any descriptions whatsoever either upon land acquired by the company or upon other land and generally to alter develop and improve land and other property.
- 3.41 To carry on any other business whether manufacturing or otherwise which may seem to the company capable of being conveniently carried on in connection with any of the above business or objects or calculated directly or indirectly to

enhance the value of or render profitable any of the company's property or rights for the time being.

- 3.42 To construct, establish, open acquire, maintain and carry on factories, warehouses, shops, shop premises any similar establishments of all kinds, and in particular but without prejudice to the generality of the foregoing, retails shops, for the sale and/or dealt in by the company, or of provisions, beverages, clothing and other articles or products whatever which may be required by any employee of the company or of any subsidiary and dwelling houses or other accommodation for employees of the company or of any subsidiary.
- 3.43 To purchase, lease, license, take in exchange or otherwise acquire, and lands, buildings, here determents, or premises whether freehold or leasehold, or any estates or interests in such lands, buildings, here determents or premises, anywhere in the world or options and licenses of any descriptions which the company may think useful of any of its objects or purchases, and to develop, work dispose of or otherwise turn to account the same.
- 3.44 Generally to purchase, take on lease in exchange hire or otherwise acquire any movable or immovable property and any rights or privileges which the company may think necessary or convenient for the purpose of its business and in particular any land leases, options over lands or leases, stands, buildings, servitude, machinery, plant and also any concessions, licenses trade marks, and other rights in Africa or elsewhere and either solely or jointly with others and to pay thereof in cash or in shares of the company or partly in cash and partly in stock of the company or partly in cash and partly in stock or shares of the company or otherwise.
- 3.45 To establish and support or aid in the establishment and support of associations institutions, and conveniences, calculated to benefit any of the employee or ex-employees of the company, or the dependents or connections of such persons and to grant pensions and allowances and to make payments towards insurance, and to subscribe or guarantee money for charitable or benevolent objects or for exhibition, or for any public, general or useful object.
- 3.46 To amalgamate with any other company having objects altogether or in any part similar to those of this country.
- 3.47 To distribute any of the property of the company in specie among the members.

3.48 To establish, promote and otherwise assist any company or companies for the purpose of acquiring any of the property or furthering any of the objects of this company.

3.49 To do all such other things as the Company may deem to be incidental to or conducive to the attainment of all or any of the above objects.

AND it is hereby declared that the word "Company" in this clause, except were used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Tanzania or elsewhere, and that the intention is that each of the objects set forth in any sub-clause or by the name of the company. None of such sub-clauses or the objects herein specified or the powers thereby conferred shall be deemed subsidiary or auxiliary merely to the objects mentioned in the first sub-clause, be the company shall have full powers to exercise all or any part of this clause and notwithstanding that the business, undertaking, property or acts proposed to be transacted, acquired, dealt with are performed do not fall within the objects of the first sub-clauses of this clause.

4. The liability of the members is limited.

5. The authorized share capital of the Company Ten Billion Tanzanian Shillings (T.Shs. 10,000,000,000/=) divided into Twenty Thousand (20,000) shares of Five Hundred Thousand Tanzanian Shillings (T.Shs. 500,000/=), with power for the company to increase or reduce the said capital and to issue any part of its capital, original or increased, with or without any preference, any postponement of rights or to any conditions or restrictions and so that unless the conditions of issue of shares, whether declared to be preference or otherwise, shall be subject to the power here in before contained.



Dated this .....09<sup>th</sup>.....day of.....December.....2024

WITNESS to be above Signatures:

SIGNATURE..........

NAME... HARRY GODFREY MBISE .....

QUALIFICATION.COMMISSIONER FOR OATHS

POSTAL ADDRESS.11609, DAR ES SALAAM



**THE COMPANIES ACT (ACT NO. 12 OF 2002)**

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**COMPANY LIMITED BY SHARES**

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**ARTICLES OF ASSOCIATION**

**OF**

**AMBONI CONCRETE WORKS LIMITED**

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**PRELIMINARY**

1. In these articles:

“the Act” means the Companies Act, Act No. 12 of 2002 as amended from time to time.

“the Seal” means the Common Seal of the Company.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing in a visible form. Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding upon the Company.

2. The Regulations contained in Table A of the First Schedule to the Act shall not apply to the Company.

3. The Company is a private company and accordingly: -

(a) The right to transfer shares is restricted in the manner hereinafter prescribed.

(b) The number of members of the Company (exclusive of the persons who are in the employment of the Company and of persons who, having been formerly in the Company, were while in such employment and have continued after the determination of such employment to be members of the Company) is 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.

- (c) An invitation to the public to subscribe for any shares or debentures of the Company is prohibited.
  - (d) The company shall not have power to issue share warrants to bearers.
4. The share capital of the Company is Ten Billion Tanzanian Shillings (T.Shs. 10,000,000,000/=) divided into Twenty Thousand (20,000) shares of Five Hundred Thousand Tanzanian Shillings (T.Shs. 500,000/=).
  5. The shares of the Company shall be under the control of the Board of Directors and shall be subject to the provisions, if any, in that behalf of the Act and the Memorandum of Association and without prejudice to any special rights previously conferred on the holders of existing shares or class of shares, may be issued with such referred, differed or other special rights, or such restrictions, whether in regard to dividend, voting, return of capital or otherwise, as the Company may from time to time by special resolution determine, and any preference share may, with the sanction of a special resolution, be issued on the terms that it is, or at the option of the Company is, liable to be redeemed.

### **SHARE CAPITAL**

6. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be varied with the consent in writing of the holders of three-fourths of the issued shares of that class or with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the shares of the class. To every such separate meeting the provisions of these regulations relating to general meetings shall *mutatis mutandis* apply.
7. Every person whose name is entered as a member in the register of members shall, without payment, be entitled to a certificate under the Seal of the Company specifying the share or shares held by him or such body and the amount paid up thereon, provided that in respect of a share or shares held jointly by several persons the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all.
8. The Company shall be entitled to treat the person whose name appears upon the Register in respect of any share or shares as the absolute owner thereof and shall not be under any obligation to recognise any trust or equity or equitable claim to or partial interest in such share of shares whether or not it shall have express or other notice thereof.

9. If a share certificate is defaced, lost or destroyed it may be renewed on payment of such fee, if any, not exceeding Tanzanian Shillings fifteen thousand, and on such terms, if any, as to evidence and indemnity as the Directors think fit.

### **LIEN**

10. (a) The Company shall have a first and paramount lien on every share for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares standing registered in the name of any person for all monies presently payable by him or his estate to the Company; but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article.
- (b) The lien hereby conferred shall attach to all shares registered in the name of any person indebted or under liability to the Company, whether he be the sole registered holder or be one of several joint holders.
- (c) The Company's lien, if any, on a share shall extend to dividends payable thereon.
11. The Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, or until the expiration of twenty-eight days after a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the shares, or the person entitled thereto by reason of his death or bankruptcy to the shares.
12. For giving effect to any such sale, the Directors may authorize some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any 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 an irregularity or invalidity in the proceedings in reference to the sale.
13. The proceeds of the sale shall be applied in payment of such part of the amount in respect of which the lien exists as is presently payable and the residue shall be held (subject to a like lien for sums not presently payable as existed upon the shares prior to the sale) by the Company on behalf of the person entitled to the shares at the date of the sale.

### **CALL ON SHARES**

14. The Directors may, subject to any conditions of attachment, from time to time make calls upon the members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the share or by way of premium) PROVIDED THAT no call shall be payable

at less than thirty days from the date appointed for the last call; and each member shall (subject to being given 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.

15. Joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
16. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest upon the sum at the rate of eight per cent per annum from the day appointed for the payment thereof to the date of the actual payment, but the Directors shall be at liberty to waive payment of that interest wholly or in part.
17. The provisions of these regulations as to the liability of joint holders and as to payment of interest shall apply in the case of non-payment any such which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the amount of the share, or by way of premium, as if the same had become payable by virtue of a call duly made and notified.
18. The Directors may make arrangements on the issue of shares for a difference between the holders in the amount of calls to be paid and in the time of payment.
19. The Directors may, if they think fit, receive from any member willing to advance the same all or any part of the money uncalled and unpaid upon any shares held by him; as a payment in advance of calls which shall extinguish, so far as the same shall extend, the liability upon the shares in respect of which it is advanced, and upon all or any of the moneys so advanced may (until the same would, but for such advance become presently payable) pay interest at such rate (not exceeding, without the sanction of the Company in general meeting, six per cent), as may be agreed upon between the member paying the sum in advance and the Directors.

### **TRANSFER AND TRANSMISSION OF SHARES**

20. Subject to the provisions hereinafter contained shares in the Company shall be transferable by written instrument similar to the common form hereunder provided signed by both the transferor and the transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof.

*"I, A.B. of.....in consideration of the sum of TShs.....paid to me by C.D of .....hereinafter called ("the said transferee") do hereby transfer to the said transferee the share (or shares) numbered..... in the undertaking called **AMBONI CONCRETE WORKS LIMITED** to hold unto the said transferee, subject to the several conditions on which I hold the same; and I, the said transferee, do hereby agree to take the said share (or shares) subject to the conditions aforesaid.*

*As witness our hands the.....day of..... the year .....*

*Witness to the Signatures  
etc."*

21. Save as is hereinafter provided, the Directors may in their absolute discretion decline to register any transfer of shares to a person of whom they do not approve not being already a member of the Company, and may also decline to register any transfer of shares on which the Company has a lien. The Directors may also suspend the registration of transfers during the period of fourteen days immediately preceding the Annual General Meeting in each year. The Directors may also decline to recognise any instruments of transfer unless:
  - (a) a fee not exceeding two hundred thousand shillings is paid to the Company in respect thereof; and
  - (b) the instrument of transfer is 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.
22. If the Directors refuse to register a transfer of any shares, they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.
23. The legal personal representative of a deceased holder of a share shall be the only person recognised by the Company as having any title to the share and in case of a share registered in the names of two or more holders the survivors or survivor or the legal personal representative of the survivor shall be the only person recognised by the Company as having any title to the share.
24. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member shall upon such evidence being produced as may from time to time be properly required by the Directors, have the right, either to be registered as a member in respect of the share or instead of being registered himself, to make such transfer of the shares as the deceased or bankrupt person could have made, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by the deceased or bankrupt person before the death or bankruptcy. Any person so becoming entitled to a share shall be entitled to the same dividends and other advantages to which he would be entitled as if he were the registered holder of the share, except that he shall be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.

25. Save as is hereinbefore provided, no shares in the Company shall be transferred otherwise than to a person who is already a member of the Company until the rights of pre-emption hereby conferred shall have been exhausted that is to say:
- (a) Every member or other person referred to in Article 20 who intends to transfer shares (hereinafter called "the Vendor") shall give notice in writing to the Board of his intention to do so. Such notice shall constitute the Board his agent for the sale of the said shares in one or more lots at the discretion of the Board to members of the Company at a price to be agreed upon by the Vendor and the Board or in default of agreement at a price which the Auditor of the Company for the time being shall certify by writing under his hand to be, in his opinion, the fair selling value thereof as between a willing Vendor and a willing Purchaser.
  - (b) Upon the price being fixed as aforesaid they shall forthwith give notice to all the members of the Company of the number and price of the shares to be sold and invite each of them to state in writing within thirty days from the date of the said notice whether he is willing to purchase any and, if so, what maximum number of the said shares.
  - (c) At the expiration of the said thirty days the Board shall allocate the said shares to or amongst the members who shall have expressed his or their willingness to purchase as aforesaid, and (if more than one) so far as may be pro-rata according to the number of shares already held by them respectively PROVIDED THAT no member shall be obliged to take more than the said maximum number of shares so notified by him as aforesaid.
  - (d) Upon such allocation being made the vendor shall be bound on payment of the said price to transfer the shares to the purchaser or purchasers. If he makes default in so doing the Chairman for the time being of the Directors of the Company or failing him one of the Directors duly nominated by resolution of the Board for that purpose shall forthwith be deemed to be the duly appointed attorney of the Vendor with full power to execute complete and deliver in the name and on behalf of the vendor a transfer of the shares to the purchasing member and the Board may receive and give a good discharge for the purchase money on behalf of the vendor and enter the name of the purchaser in the register of holder by transfer of the shares purchased by him.
  - (e) In the event of the whole or any lot of shares offered through the Board as provided by this Article not being sold in the manner by that article provided, the vendor may at any time within six calendar months after the expiration of the said period of thirty days after the date of the notice given by the Board to the members, transfer the shares not so sold to any person (subject to Article 20) and at any price.

## FORFEITURE OF SHARES

26. If a member fails to pay 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 installment as is unpaid serve a notice on him requiring payment of so much of the call or installment is unpaid together with any interest which may have accrued.
27. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of the notice) on or before which 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 appointed the shares in respect of which the call was made will be liable to be forfeited.
28. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect; and such forfeiture shall extend to any share so forfeited not actually paid at the date of the said notice.
29. A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit.
30. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares but shall, the forfeiture notwithstanding, remain liable to pay to the Company call moneys which, at the date of the forfeiture, were presently payable by him to the Company in respect of the shares, but his liability shall cease if and when the Company receives payment in full of the nominal amount of the shares.
31. A statutory declaration in writing that the declarant is a Director of the Company, and that a share in the Company has been duly forfeited or expropriated on a 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. The Company may receive the consideration if any, given for the share on any sale or disposition thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the share, and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture or expropriation, sale or disposal of the share.
32. The provisions of these articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, become payable at a fixed time, whether on account of the amount of the shares, or by way of premium as if the same had been payable by virtue of a call duly made and notified.

## **CONVERSION OF SHARES INTO STOCK**

33. The Company may by ordinary resolution convert any paid-up shares into stock, and reconvert any stock into paid-up shares of any denomination.
34. The holders of stock may transfer the same, or any part thereof, in the same manner, and subject to the same regulations, as, and subject to which, the shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances admit; but the Directors may from time to time fix the minimum account of stock transferable, and restrict or forbid the transfer of fractions of the minimum, but the minimum shall not exceed the nominal amount of the shares from which the stock arose.
35. The holders of stock shall, according to the amount of the stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company and other matter as if they held the shares from which the stock arose, but no such privilege or advantage (except participation in the dividends and profits of the Company) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.
36. Such of the regulations of the Company as are applicable to paid-up shares shall apply to stock, and the words "share" and "share-holder" therein shall include "stock" and "stock-holder".

## **ALTERATION OF CAPITAL**

37. The Company may from time to time by special resolution increase the share capital by such sum, to be divided into shares of such amount as the resolution shall prescribe.
38. Subject to any direction to the contrary that may be given by the resolution sanctioning the increase of share capital, all new shares shall, before issue, be offered to such persons as at the date of the offer are entitled to receive notice from the Company of general meetings in proportion as nearly as the circumstances admit, to the amount of the existing shares to which they are entitled. The offer shall be made by notice specifying the number of shares offered, and limited to a time within which the offer if not accepted, will be deemed to be declined, and after the expiration of that time, or on receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may dispose of the same in such manner as they think most beneficial to the Company. The Directors may likewise so dispose of any new shares which (by reason of the ratio which the new shares bear to shares held by persons entitled to an offer of new shares) cannot, in the opinion of the Directors, be conveniently offered under is Article.

39. The new shares shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, and forfeiture and otherwise as the shares in the original share capital.
40. The Company may by ordinary resolution:
- (a) consolidate and divide all or any of its share capital into shares of a larger amount than its existing shares;
  - (b) sub-divide its existing shares, or any of them into shares of smaller amount than is fixed by the Memorandum of Association, subject, nevertheless, to the relevant provisions of Company Act.
  - (c) 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.
41. The Company may, by special resolution, reduce its share capital in any manner and with, and subject to, any incident authorised, and consent required, by law.

### **GENERAL MEETINGS**

42. A general meeting shall be held once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and place as may be determined by the Directors. In default of a general meeting so held, a general meeting may be convened by any one member in the same manner as nearly as possible as that in which meetings are to be convened by the Directors.
43. All general meetings other than the Annual General Meeting shall be called extraordinary general meetings.
44. The Directors may, whenever they think fit, convene extraordinary general meetings or, in default, an extraordinary general meeting may be convened as provided by relevant Sections of the Companies Act.

### **NOTICE OF GENERAL MEETINGS**

45. Subject to the provisions of Companies Act relating to special resolutions, seven days' notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place, the day and the hour of meeting and, in case of special business, the general nature of that business shall be given in

the manner hereinafter mentioned, or in such other manner, if any, as may be prescribed by the Company in general meeting, to such persons as are, under the regulations of the Company, entitled to receive such notice from the Company; but with the consent of all the members entitled to receive notice of some particular meeting, that meeting may be convened by such shorter notice and in such manner as those members may think fit.

46. The accidental omission to give notice of a meeting to or the non-receipt of notice of a meeting by any member shall not invalidate the proceedings at any such meeting.

### **PROCEEDINGS AT GENERAL MEETINGS**

47. All business shall be deemed special that is transacted at an extraordinary meeting and all that is transacted at the Annual General Meeting, with the exception of sanctioning a dividend, the consideration of the accounts, balance sheets and ordinary report of the Directors and Auditors, the election of Directors and other officers in place of those retiring by rotation and the appointment and fixing of the remuneration of the Auditors.
48. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business save as herein otherwise provided four members present in person or by proxy shall be a quorum.
49. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of a member or members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, and, if at the adjourned meeting two members present either in person or by proxy shall be a quorum.
50. The Chairman, if any, of the Board of Directors shall preside as Chairman at every general meeting of the Company.
51. If there is no such Chairman, or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as Chairman, the Directors present shall elect one of their number to be the Chairman of the meeting, or if no Director be present, or if none of the Director present is willing to act as Chairman, the members present shall choose one of their number to be Chairman of the meeting.
52. The Chairman may, with the consent of any 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 other than that business unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten 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.

53. 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 demanded (before or on the declaration of the show of hands) by at least one member who is present in person or by proxy entitled to vote, if such member, or members, together hold not less than fifteen per centum (15%) of the issued shares of the Company, and unless a poll has been so demanded a declaration by the Chairman that a resolution has been carried or carried unanimously or by a particular majority or lost and an entry to that effect made in the minutes shall be conclusive evidence of the fact. The demand for a poll may be withdrawn.
54. If a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
55. In case of an equality of votes whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a casting or second vote.
56. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman directs.
57. An ordinary resolution of the Company determined on without any general meeting and evidenced by writing under the hands of all the Directors or a sole Director and of members of the Company holding in the aggregate three-fourths of the issued shares of the Company shall be as valid and effectual as an ordinary resolution duly passed at a general meeting of the Company.

### **VOTES OF MEMBERS**

58. On a show of hands every member present in person shall have one vote. On a poll every member shall have one vote for each share of which he is the holder. On a poll votes may be given either personally or by proxy.
59. In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of votes of the other joint holders, and for that purpose, seniority shall be determined by the order in which the names stand in the register of members.
60. 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, or *curator bonis*, appointed by the court, and any such committee, *curator bonis*, or other person may, on a poll, vote by proxy.

61. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.
62. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing, or if the appointer is a corporation, either under the common seal or under the hand of an officer or attorney so authorised.
63. The instrument appointing a proxy and the power of attorney on other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Company not less than seventy-two hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.
64. An instrument appointing a proxy may be in the following form, or in any other form which the Directors shall approve:

***'AMBONI CONCRETE WORKS LIMITED'***

*I,..... being a member of AMBONI CONCRETE WORKS LIMITED do hereby appoint.....of....as my proxy to vote for me and on my behalf at the Annual/Extraordinary General Meeting of the Company to be held on the.....day of....., Year..... and at any adjournment thereof.*

*Signed this ..... day of .....*

*(Signature of Member)"*

65. Any corporation which is a member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to be its representative at any such meeting he represents as the Corporation could exercise if it were an individual member of the Company.

## BOARD OF DIRECTORS

66. Unless and until the Company in general meeting shall otherwise determine, the number of Directors shall be not less than two or more than six. The first Directors of the Company shall be:
1. Eng. Yusuph Kitivo
  2. Mr. Sijaona Dadi
  3. Mr. Farid Salim Mbarak Nahdi
  4. Mr. David Lusan Ndelwa
  5. Mr. Henry Bethuel Mwanyika
  6. Ms. Latifa Abdallah Kigoda
67. The remuneration of the Directors shall from time to time be determined by the Company in general meeting.
68. In addition to their usual remuneration the Directors shall also be paid such traveling, hotel and other expenses as may reasonably be incurred by them in the execution of their duties, including any such expenses incurred in connection with their attendance at meetings of Directors.
69. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in getting up and registering the Company, and may exercise all such powers of the Company as are not, by the Act, or by these Articles, required to be exercised by the Company in general meeting, subject, nevertheless, to any regulation 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 the Company in general meeting; but no regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.
70. The Directors may from time to time appoint one or more of their number to the office of Managing Director or may appoint any person or body corporate to manage the Company for such term and at such remuneration as they may think fit, and they may entrust to and confer upon the said Managing Director(s) or power to make calls, forfeit shares or issue debentures. The appointment of a Managing Director shall terminate *ipso facto* if he ceased for any reason to be a Director.
71. The Board of Directors shall cause minutes to be made in books provided for the purpose:

- (a) of all appointments of officers made by the Directors;
- (b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
- (c) of all resolutions and proceedings at all meetings of the Company and of the Directors and of committees of Directors; and every Director present at any meeting of Directors or committee of Directors shall sign his name in a book to be kept that purpose.

### **DISQUALIFICATION OF DIRECTORS**

72. The office of Director shall be vacated if the Director:
- (a) without the consent of the Company in general meeting holds any other office of profit under the Company except that of Managing Director or Manager; or
  - (b) becomes bankrupt; or
  - (c) becomes prohibited from being a Director by reason of any order made under relevant Sections of the Act; or
  - (d) is found lunatic; or
  - (e) resigns his office by notice in writing to the Company;
  - (f) the company by extraordinary resolution determines his directorship. But any act done in good faith by a Director whose office is vacated as aforesaid shall be valid unless prior of the doing of such act written notice shall have been served upon the Directors of the Company or any entry shall have been made in the Directors' Minute Book stating that such Director has ceased to be Director.

### **PROCEEDINGS OF DIRECTORS**

73. The Directors may meet together for the dispatch of business, adjourn, and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second vote or casting vote.
74. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and, unless so fixed, shall be three Directors present either personally or by their alternate.

75. The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to these articles as the quorum of Directors the continuing Directors/Director may act for the purpose of summoning a general meeting of the Company, but for no other purpose.
76. The Directors may elect a Chairman of their meetings and determine the period for which he is to hold office; but if no such Chairman is elected, or if at any meeting the Chairman is not present within fifteen minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.
77. The Directors may delegate any of their powers to committees consisting of such members of their body as they think fit and 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.
78. A committee may elect a Chairman of their meetings, if no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.
79. A committee may meet and adjourn, as they think proper. Questions arising at any meeting shall be determined by a majority of votes of the Directors present, and in case of an equality of votes of the matter in question shall be referred to the Board of Directors.
80. All acts done by any meeting of the Directors or of a committee of Directors shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.
81. A resolution in writing signed by all the Directors or by all the members of a Committee for the time being shall be as valid and effectual as a resolution passed at a meeting of the Directors, or as the case may be, of such Committee duly called and constituted. Such resolution may be contained in one document or in several documents in like form each signed by one or more of the Directors or members of the committees concerned.

### **SECRETARY**

82. The Secretary shall be appointed by the Directors for such terms at such remuneration and upon conditions as it may deem fit, and any Secretary so appointed may be removed by the Board.

83. No person shall be appointed or hold office as Secretary who is:
- (a) the sole Director of the Company; or
  - (b) a corporation sole the Director of which is the sole Director of the Company; or
  - (c) the sole Director of a corporation which is the sole Director of the Company.
84. A provision of the Act or these regulations requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

### **DIVIDENDS AND RESERVE**

85. The Company in General Meeting may declare dividends but no dividend shall exceed the amount recommended by the Directors.
86. The Directors may from time to time pay to the members such interim dividends as appear to the Directors to be justified by the profits of the Company.
87. No dividend shall be paid otherwise than out of profits.
88. Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid on the shares but if and so long as nothing is paid up on any of the shares in the Company, dividends may be declared and paid according to the amounts of the shares. No amount paid on a share in advance of calls shall, while carrying interest, be treated for the purpose of this Article as paid on the share.
89. The Directors may, before recommending any dividends, set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for meeting contingencies, or for equalising dividends, or for any other purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investment (other than shares of the Company) as the Directors may from time to time think fit.
90. Any dividend may be paid by cheque or warrant sent through the post to the registered address of the member or person entitled thereto or in the case of joint holders to any one of such joint holders at his registered address or to such person and such address as the member or person entitled or such joint holders, as the case may be or may direct. Every such cheque or warrant shall be made payable to the order of such other person as the member or person entitled or such joint holder, as the case may be or may direct.

91. No dividend shall bear interest against the Company.

### **CAPITALISATION OF RESERVES**

92. (a) The Company in General Meeting may upon the recommendation of the directors resolve that it is desirable to capitalise any of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and accordingly that such sum be set free for distribution amongst the members who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively or paying up in full Unicode shares or debentures of the Company to be allotted and distributed credited as fully paid up to and amongst such members in the proportion aforesaid or partly in the one way, and partly in the other, and the Directors shall give effect to such resolution; PROVIDED THAT a share premium account and a capital redemption reserve fund may, for the purpose of this article, only be applied in the paying up of unused shares to be issued to members of the Company as fully paid bonus shares.
- (b) Whenever such a resolution as aforesaid shall have been passed the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares or debentures, if any, and generally shall do all acts and things required to give effect thereto, with full powers to the Directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions, and also to authorise any person to enter on behalf of all the members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which paid up, of any entitled upon such capitalisation, or(as the case may require) for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such members.

### **ACCOUNTS**

93. The Directors shall cause proper book of accounts to be kept with respect to:

- (a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
- (b) all sale and purchase of goods by the Company; and
- (c) the assets and liabilities of the Company.

Proper books of account mean such books as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

- 94. The books of account shall be kept at the registered office of the Company or at such other place or places as the Directors think fit and shall always be open to the inspection of the Directors.
- 95. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by the Act or authorised by the Directors or by the Company in General Meeting.
- 96. The Directors shall, from time to time, cause to be prepared and finally to be placed before the Company in General Meeting such profit and loss accounts, balance sheets and reports as are required by law and these Articles to be so placed.

### **AUDIT**

- 97. Auditors shall be appointed and their duties regulated in accordance with relevant Sections of the Companies Act or any statutory modification thereof for the time being in force.

### **THE SEAL**

- 98. The Directors shall provide for the safe custody of the Seal. The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors and in the presence of at least two Directors or a Director and the Secretary or such other person as the Directors may appoint for the purpose and those two Directors or Director and Secretary or other person as aforesaid shall sign every instrument to which the Seal of the Company is so affixed in their presence.

### **WINDING UP**

99. If the Company shall be wound up the liquidator may, with the sanction of an extraordinary resolution of the Company and having due regard to the respective rights of the holders of different classes of shares to which special rights are attached, divide amongst the members in specie or kind the whole or any part of the assets of the Company 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 of the contributories as the liquidator, with the like sanction think fit, so that no member shall be compelled to accept any shares of other securities whereon there is any liability.




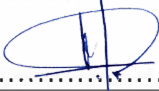
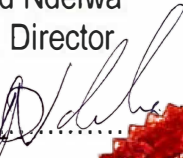

### **INDEMNITY**

100. Subject to the provisions of the Companies Act, every Director or other officer and Auditor of the Company shall be indemnified out of the assets of the Company against all costs, charges, expenses, losses and liabilities which he may sustain or incur in or about the execution of his office or otherwise in relation thereto.

### **ARBITRATION**

101. If and whenever any dispute or difference shall arise between the Company and any of the members or their respective representatives touching upon the construction or meaning of any of the Articles herein contained or any act matter or thing made or done or omitted to be done or with regard to the rights or liabilities arising thereunder or arising out of the relations existing between the parties by person of these Articles or the Act, such differences shall (unless a sole arbitrator be agreed upon) forthwith be referred to the arbitration of three (3) arbitrators, one to be appointed by each party and the third to be appointed by the first two or, in the event of failure to agree within thirty (30) days the procedure laid down in the Arbitration Act (Cap. 15 of the laws of Tanzania) or any then existing statutory modifications or re-enactment thereof shall apply.

We, the several persons whose names and addresses are subscribed below, are desirous of being formed in pursuance of these Articles of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names:

NAMES, ADDRESS AND DESCRIPTION OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURE
TANZANIA CONCRETE POLES MANUFACTURING COMPANY LIMITED P.O. BOX 31438, DAR ES SALAAM	2,000	<p><b>1<sup>st</sup> Signatory</b>            Name: Eng. Yusuph S. Kitivo            Occupation: General Manager            Signature: </p> <p><b>2<sup>nd</sup> Signatory</b>            Name: Kelvin Gadi            Occupation: Manager            Legal Services            Signature: </p> <p style="text-align: center;"><b>Company Seal</b></p> 
SIMBA ENERGY COMPANY LIMITED P.O. BOX 40451, DAR ES SALAAM	18,000	<p><b>1<sup>st</sup> Director</b>            Name: Farid Nahdi            Occupation: Director            Signature: </p> <p><b>2<sup>nd</sup> Director</b>            Name: David Ndelwa            Occupation: Director            Signature: </p> <p style="text-align: center;"><b>Company Seal</b></p> 

Dated this .....09<sup>th</sup>.....day of.....December.....2024

WITNESS to be above Signatures:

SIGNATURE..........

NAME... HARRY GODFREY MBIYE .....

QUALIFICATION.COMMISSIONER FOR OATHS

POSTAL ADDRESS.11609, DAR ES SALAAM

