

THE COMPANIES ACT (ACT NO. 12 OF 2002)

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

CHABRI ENERGY COMPANY LIMITED

Drawn by:

Rose Edward Ndege,

Advocate

Lwempisi House 1st Floor- Nyerere Road Street

P.O. Box 664.

Mwanza.

2020

THE UNITED REPUBLIC OF TANZANIA
THE COMPANIES ACT (ACT NO. 12 OF 2002)

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

<p>CHABRI ENERGY COMPANY LIMITED (A PRIVATE COMPANY)</p>

1. The name of the Company is “CHABRI ENERGY COMPANY LIMITED”
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2. The registered office of the Company will be situated in the Tanzania Mainland. 3. The objects for which the Company is established are:-

- i. 3830 – Material recovery
- ii. 3900 – Remediation activities and other waste management services
- iii. 3811 – Collection of non hazardous waste
- iv. 3812 – Collection of hazardous waste
- v. 3821 – Treatment and disposal of non hazardous waste
- vi. 3822 – Treatment and disposal of hazardous waste
- vii. 3700 – Sewerage
- viii. 3290 – Other manufacturing n.e.c.
- ix. 0119 – Growing of other non perennial crops
- x. 0116 – Growing of fiber crops
- xi. 5210 – Warehousing and storage
- xii. 4773 – Other retail sale of new goods in specialized store
- xiii. 4669 – Wholesale of waste and scrap and other products n.e.c.

xlix. 0124 – Growing of pome fruits and stone fruits

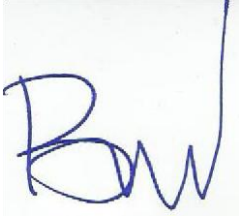
That the meaning of any general words in any paragraph of these clauses shall not be restricted by being construed ejusdem generis with any particular word or words in the same paragraph.


AND it is hereby declared that the word “COMPANY” in this clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated and whether domiciled in Tanzania or elsewhere, and that the interest is that each of the objects specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be an independent main object and be in no wise limited or restricted by reference to or inference from the terms or any other paragraph or the name of the Company.

4. The liability of the members is limited.

5. The Share Capital of the Company is Tanzanian Shillings Thirty five Million (Tshs. 35,000,000/=) divided into **5,000** Ordinary Shares of Tshs. 7,000/= each. Subject and without prejudice to the rights attached to any class of shares for the time being carrying special rights, the shares of the Company, whether part of the original or any increased capital of the Company, may be issued with any special, qualified, preferred or deferred rights and privileges or conditions as to capital dividends, rights of voting or other matters but so that any such rights, privileges or conditions shall not be altered or modified except in accordance with the Articles of Association of the Company for the time being in force.

We, the several persons whose names addresses and descriptions are described are desirous of being formed into a Company in pursuance to this Memorandum of Association and we respectively agree to take the number of shares in the Capital of the Company set out opposite our respective names:

NAME AND DESCRIPTION	NUMBER OF SHARES TAKEN	SIGNATURE
BENARD ONYANGO MAKACHIA P.O.BOX 11648 MWANZA.	4000	

ROSE EDWARD NDEGE P.O.BOX11121 MWANZA,	1000	
Total number of the share taken	5000	

Dated at Mwanza this 16th day of MARCH, 2020 **Witness to the above**

signatures:

Name: **ATUPAKSYE MWAKOLO**

Signature:



Qualification: **COMMISSIONER FOR OATH**

Postal Address: **11121 MWANZA**

THE UNITED REPUBLIC OF TANZANIA

THE COMPANIES ACT NO. 12 OF 2002

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

1. PRELIMINARY

(a) Interpretation

In these regulation:-

“The Act” means the Companies Act”

“The article’ means the articles of the company

“Clear days” in relation to the period of a notice means that period excluding the day when the notice is given or which it is to take effect.

“The holder” relation to shares means the member whose name is entered in the register of members as the holder of the shares”

“The seal” means the common seal of the company’

“Secretary” means the means secretary of the company or any person appointed to perform the duties of the secretary of the company.

“Expressions” referred to writing shall, unless the contrary intention appears, be constructed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form.

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

2. SHARE CAPITAL AND VARIATION OF RIGHTS

- (a) Subject to the provisions of the Act, and without prejudice to any rights attached to any existing shares, any shares may be issued with such rights or restrictions, whether in regard to dividend, voting, return of capital or otherwise as the company may by ordinary resolution determine.
- (b) subject to the provisions of section 61 of the Act, any shares may, with the sanction of an ordinary resolution, be issued on the terms that they are, or at the option 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.
- (c) 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, whether or not the company is being wound up, 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 a special resolution passed at a separate general meeting of the holders of the shares of the class. To every such separate general meeting the provisions of these Regulations relating to general meetings shall apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued shares of the class and that any holder of shares of the class present in person or proxy may demand a poll.

- (d) The rights conferred upon the holders of the shares of any class shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares raking pari passu therewith.
- (e) The company may exercise the powers of paying commissions conferred by section 56 of the Act, subjects to the provisions of the Act, such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other.
- (f) Except as required by law, no person shall be recognized by the company as holding any share upon any trust, and the company shall not be bound by or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in share or any interest in any fractional part of a share or (except as otherwise provided by the articles or by law) any other rights or interests in respect of any share except an absolute right to the entirety thereof in the registered holder.
- (g) Every member, upon becoming the holder of any shares. Shall be entitled without payment to receive within two months after allotment or lodgment of transfer (or within such other period as the conditions of issue shall provide) one certificate for all the shares of each class held by him (and, upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates after the first such reasonable sum as the directors may determine. Every certificate shall be sealed with the seal which it relates and the amount or respective amounts paid thereon. In respect of a more than one certificate and delivery of a certificate for a share to one joint holder shall be sufficient delivery to all joint holders.
- (h) If a share certificate is defaced, worn out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of expenses reasonably incurred by the company in investigating evidence as the directors may determine but otherwise free of charge, and (in the case of defacement or wearing out) on delivery up of the old certificate.
- (i) the company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share; but the directors may at any time declare any share to be wholly or in

part exempt from the provisions of this regulation. The company's lien, if any, shall extend to any amounts payable in respect of it.

- (j) The company may sell, in such manner as the directors determine any shares on which the company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after a notice in writing has been given to the holder of the share, or the person entitled thereto by person of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.
- (k) To give effect to any such sale the directors may authorize some person to transfer the shares sold to, or in accordance with the direction of, 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 any irregularity of invalidity in the proceedings in reference to the sale.
- (l) The net proceeds of the sale shall be received by the company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue, if any, shall (upon surrender to the company for cancellation of the certificate for the shares sold and subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares, at the date of the sale.
- (m) Subject to the terms of allotment, the directors may call upon the members in respect of any moneys unpaid on their shares (whether in respect of nominal value or premium) and not by the conditions of allotment thereof made payable at fixed times, provided that no call shall exceed one-fourth of the nominal value of the share or be call, and each member shall (subject to receiving at least fourteen clear days notice of the call, and each member shall (subject to receiving at least fourteen clear days notice specifying when and where payment is to be made) pay to the company as required by the notice the amount called on his shares. A call may be required to be paid by installments. A call may, before receipt by the company of any sum due there under, be revoked in whole or part and payment of all call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made.
- (n) A call shall be deemed to have been made at the time when the resolution of the directors authorizing the call was passed.
- (o) The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

- (p) If a call remains unpaid after it has become due and payable, the person from whom the sum is due shall pay interest on the amount unpaid from the day it became due and payable to the time of actual payment at the rate fixed by the term of allotment of the share or, if no rate is fixed, at a rate not exceed five percent per annum as the directors may determine, but the directors may waive payment of such interest wholly or in part.
- (q) An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an installments of a call, shall be deemed to be call, and if it is not paid the provisions of the articles shall apply as if that amount had became due and payable by virtue of a call.
- (r) Subject to the terms of allotment, the directors may, on the issue of shares differentiate between the holders as to the amount of calls to be paid and the times of payment.
- (s) The directors may, if they think fit, receive from any member willing to advance the same, all or any part of the moneys un-called and unpaid upon any shares held by him, and upon all or any the moneys so advanced may (until the same would, but for such advance become (payable) pay interest at such rate not exceeding (unless the company in general meeting shall otherwise direct) six per cent per annum, as may be agreed upon between the directors and the members paying such sum in advance.

3. TRANSFER OF SHARES.

- (a) The instrument of transfer of any share shall be in any usual form or any other from which the directors may approved and shall be executed by or on behalf of the transferor and, unless the share is fully paid up, by or on behalf of the transferee, and the transferee, and the transfer shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.
- (b) The company is a private company and accordingly:-
 - (i) The right to transfer shares is restricted in manner hereinafter prescribed;
 - (ii) The number of members of the Company is Limited to fifty as further provided for in the Act;
 - (iii)The Company shall not have power to issue share warrants to bearer.
- (c) The directors may, in their absolute discretion and without assigning any reason therefore, decline to register any transfer of any share, whether or not it is a fully paid share.
- (d) If the directors refuse to register a transfer they shall within sixty days after the date on which the transfer was lodged with the company send to the transferee notice of the refusal.
- (e) The registration of transfers of shares or any transfers of any class of shares may be suspended at such times and such periods (not exceeding thirty days in any year) as the directors may determine.

- (f) No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting title to any share. 4. **TRANSMISSION OF SHARES.**
- (a) In case of the death of a member, the survivor or survivor of survivors where the deceased was a joint holder, and the personal representatives of the deceased where he was a sole holder or the only survivor of joint holders, shall be the only persons recognized by the company having any title to his interest in the shares, but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him.
- (b) A person becoming entitled to a share in consequence of death or bankruptcy of a member may, upon such evidence being produced as may properly be required by the directors and subject as here in after provided, either elect by notice to the company to be registered as the transferee in which case he shall execute the appropriate instrument of transfer. All the articles relating to the right to transfer of shares shall apply to any such notice or transfer as if it were an instrument of transfer executed by the member and the death or bankruptcy of the member had not occurred.
- (c) A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall have the rights to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as the holder of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meeting of the company.
- (d) If a call remains unpaid after it has become due and payable, the directors may give to the person from whom it is due not less than fourteen clear days notice requiring payment of the amount unpaid, together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with, the shares in respect of which the call was made will be liable to be forfeited.
- (e) If the notice not complied with, any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors to that effect and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.
- (f) Subject to the provision of this Act, a forfeited share may be sold, re-allotted or otherwise disposed of such terms and in such manner as directors determine either to the person who was before the forfeiture the holder or to any other person, and any time before a sale, re-allotment or other disposition the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal forfeited share is to be transferred to any person, the directors may authorize some person to execute an instrument of transfer of the share in question.
- (g) A person any of whose shares have been forfeited shall cease to be a member in respect of the forfeited shares and shall surrender to the company for cancellation the certificate for the shares forfeited, but shall remain liable to the company for all moneys which, at the date of forfeiture,

were payable by him to the company in respect of the shares, but his liability shall cease if and when the company shall have receive payment wholly or in part or enforce payment without any allowance for the value of the shares at or enforce payment without any allowance for the value of the shares at the time of forfeiture of for any consideration received on their disposal.

- (h) A statutory declaration by a director or the secretary that a share have been forfeited on a date stated in the declaration shall be conclusive evidence of the facts stated therein as the execution of an instrument of transfer if necessary) constitute a good title to the share, and the person to whom the share is disposed of shall not be bound to the application of the consideration, if any, nor shall his title to the share effected by any irregularity or invalidity of the proceedings in reference to the forfeiture or disposal of the share.

5. ALTERATION OF CAPITAL

- (a) The company may by ordinary resolution:-
- (i) Increase its share capital by new shares of such of amount, as resolution prescribes;
 - (ii) Consolidated and divide all or any of its share capital into shares of larger amount than its existing shares
 - (iii) Subject to the provisions of section65 (1) (d) of the Act, sub-divide its exciting shares, or any of them, into shares of smaller amount than is fixed by the memorandum of association;
 - (iv) Cancel shares which, at the dare of the passing of the resolution, have into been taken or agreed to be taken by any person and diminish the amount of it share capital by the amount of the shares so canceled
- (b) Whether as result of a consolidation of shares any members would become entitled for fractions of a share, the directors may, on behalf of those members, sell the shares representing the fractions for the best price reasonably obtainable to any person (including subject to the provision of this Act, the company) and distribute the net proceeds of sale in due proportion among those members, and the directors may authorized some person to execute an purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his little to the share be affected by any irregularity in or invalidity for the proceedings in reference to the sale.
- (c) Subject to provision of the Act, the company may by special resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any way.

- (d) Any words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females and the words importing persons shall include bodies corporate, partnership, firms, co-operatives, societies etc
- (e) The regulations of Table “A’ in the first schedule to the Companies Act (hereinafter called table “A”) shall apply to the company, save in so far as they are varied or excluded hereby, but

in case of any conflict between the provisions herein, and the provisions under table “A” the former shall prevail, and in addition to substitution shall be the regulations of the Company.

PRIVATE COMPANY

- (a) The Company is a Private Company and accordingly:-
- (b) The right to transfer shares is restricted in the manner hereinafter proscribed.
- (c) The number of members of the Company exclusive of persons who are in the employment of the Company and of persons who have been formerly in the employment of the Company were while in such employment to be the member 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 regulations be treated as a single member..
- (d) Any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.
- (e) The company shall not have power to issue shares warrant to bearers.

6. RESTRICTION OF TRANSFER OF SHARES:

- (a) The directors may in their discretion and without assigning any reasons thereof refuse the transfer of any share to any persons who it shall in their opinion be undesirable for any reason whatsoever to admit to membership.
- (b) Subject to clauses 2 and 3 hereof the right to members to transfer their shares shall be restricted as follows:-
 1. No share shall be transferred to a person who is not a member so long as any member of any persons selected by the Directors as one who it is desirable in the interest of the Company to admit to membership.
 2. Every shareholder or trustee is bankruptcy, or any person who may desire to sell or transfer any such shares and every person who may desire to sell or transfer any such shares and every person who may desire to sell or transfer any such shared and every personal representatives of a deceased shareholder shall give notice in writing to the Directors that the desires to make such sale of transfer. Such notice shall constitute the Board of Directors of the Company as his agent for the sale of the said shares to any member or members of the company at the

price to be agreed upon between the party giving such notice and the board, or in case of any difference, to be determined by the Auditor of the Company.

3. Upon price of shares being agreed or determined as per clause (b) above, the board shall forthwith give notice to such of the shareholders other than the shareholders desiring to sell or transfer the said shares, stating the number and price of such share inviting the person to whom the notice is sent to state within 21 days from the date of such notice whether he is willing to purchase any, if so what maximum number of such shares amongst the shareholders (of more than one) who shall have expressed their desire to purchase number of shares already held by them respectively, or if there be only one such share holder, that the whole of such shares shall be sold to him, provided no shareholder shall be obliged to take more than the maximum number of such stated in his answer to the said notice.
4. Upon such apportionment being made or such shareholder notifying his intention to purchase, as the case may be, the part desiring to sell or transfer such shares shall be bound upon payment of the said price to transfer the shares to the respective shareholders or to single shareholder who shall have purchased the same

7. GENERAL MEETING:- NOTICE OF GENERAL MEETINGS AND PROCEEDINGS OF THE GENERAL MEETINGS.

Articles 39 to 53 of Table “A “shall apply subject to the following variations:-

- a. The shareholders meeting may be held at the headquarters or anywhere else in the world with a prior notice of at least 15 days.
- b. A General Meetings, Ordinary or Extraordinary may with the consent in writing of all members, be convened on a shorter notice than seven day or without notice.
- c. Two members, present either personally or by proxy shall form a quorum.
- d. Any ordinary resolution of the company determined without any general meeting and evidenced by writing under the hands of majority of the Directors and of the members of the company holding three- fourths of the issued shares of the company shall be valid and effectual as an ordinary resolution duly passed at a general meeting of the company.

8. MANAGEMENT OF THE COMPANY

BOARD OF DIRECTORS

- (a) The Company shall be managed by a Board of Directors
- (b) The Board of Directors is made up of 1 to 5 members, who may elect the Chairman of the Board.
- (c) The Chairman shall be elected on the first meeting of the Board, and remain in charge for 3 years. Also the Chairman can be removed by the Board

- (d) The Board has powers of ordinary and extraordinary administration of the Company
- (e) Until otherwise determined by the company in General Meeting the Directors shall not be less than two and act more than seven in number.
- (f) The following persons shall be the first Directors of the Company:-

1. BENARD ONYANGO MAKACHIA

2. ROSE EDWARD NDEGE

- (g) The Directors may appoint one of them to be Chief Executive Officer.
- (h) The shareholding qualification for the Directors may be fixed by the company in General Meeting, and unless and until so fixed no qualification shall be required.
- (i) The quorum of Directors for transacting business shall, unless otherwise fixed by the Directors, be not less than 2
- (j) A resolution in writing signed by all the Directors shall be as valid and effectual as if it and had been passed at a meeting of Directors duly called and constituted.

9. BORROWING POWERS

- (a) The Directors may from time to time in their discretion raise or borrow for the purpose of any Company's business such sums or sum of money as they think fit.
- (b) The Directors cannot purchase and sale of shares, real estate, mortgage or loan or grant in excess of \$100,000.000(say one hundred thousand US Dollars).
- (c) The Directors may secure the repayment of or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the company present or future including its uncalled capital for the time being, or by the issue at such price as they may think fit, of bonds or debentures either charged upon the whole or any part of the property and assets of the Company or not so charged or in such other way as they Directors may think expedient.

10. VOTE OF MEMBERS.

- (a) On a show of hands every member present in person shall have one vote only for the shares of which he is holder.
- (b) No member shall be entitled to vote at any general meeting unless all calls or other sums presently by in respect of shares in the company.

11. DISQUALIFICATION OF DIRECTORS.

- (a) The office of a Director shall be vacated if the Director
- (b) Becomes bankrupt, or
- (c) Is found to be lunatic or becomes of unsound mind, or

- (d) Abstains himself from meetings of the Directors for a period of six months without special leave of absence from the other Directors.

12. SEAL.

- (a) The Directors shall provide for the safe custody of the seal of the company. 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 and secretary or other person as aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.

13. ALTERNATE DIRECTORS.

- (a) Any Director shall have power to nominate any person to act or attend as alternate Director during his absence or during his inability so that such Director shall be subject in all respects to the terms and conditions existing with reference to the other Directors and such Alternate Directors shall discharge and exercise all the duties of the Director whom he represents.
- (b) Unless otherwise decided by the Directors the quorum necessary to transact business of the Directors shall be two Directors personally.

14. SECRETARY.

- (a) The Secretary shall be appointed by the Board of Directors for such terms at such remuneration and upon such conditions as it may think fit, and any secretary so appointed may be removed by the Board.

15. ALTERATION OR ADDITION:

- (a) Subject to the provisions of the Act and those contained in Memorandum of Association, the Company may by special Resolution make alteration or addition to the Articles and the alteration or addition so made shall be as valid and effectual as if originally contained in those Articles and the subject in like manner to alteration by special Resolution.

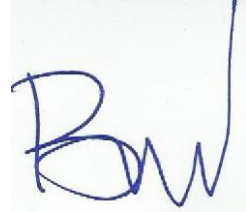

16. WINDING UP

If the company is wound up the liquidator may, with sanction of a special resolution of the company and any other sanction required by the Act divide amongst the members in specie the whole or any part of the assets of the company and may, for that purpose, set such value as he deems fair upon any property to be divided and may determine how much 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 the assets in trustees upon such trusts for the benefit of the members as the liquidator, with the like sanction, shall determine, but no member shall be compelled to accept any shares or other securities upon which there is a liability.

17.INDEMNITY

(a).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 in given in his favour or in which he is acquitted or is in connection with any application under Section 481 of the Act) in which relief is granted too him by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the company.

We, the several persons whose names addresses and descriptions are described are desirous of being formed into a Company in pursuance to this Article of Association and we respectively agree to take the number of shares in the Capital of the Company set out opposite our respective names:

NAME AND DESCRIPTION	POSTAL ADDRESS	NUMBER OF SHARES TAKEN	SIGNATURE
BENARD MAKACHIA P.O.BOX, 11648 MWANZA	ANGO	4000	
ROSE EDWARD NDEGE P.O.BOX, 11121 MWANZA, .		1000	
Total number of the share Taken		5000	

Dated at Mwanza this 16TH day of MARCH, 2020 Witness to the above

signatures:

Name: ATUPAKSYE MWAKOLO

Signature: 



Qualification: COMMISSIONER FOR OATH

Postal Address: 11121 MWANZA