

TANZANIA



Certificate of Incorporation

No. 5711

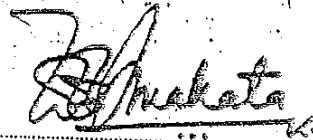
I HEREBY CERTIFY THAT

TANZANIA TABLETS

..... Limited
is this day incorporated under the Companies
Ordinance (Cap. 212) and that the Company
is Limited.

Given under my hand at Dar es Salaam
this 4th day of FEBRUARY

One thousand nine hundred and SEVENTY SEVEN



Asst. Registrar of Companies

COY NO 5711.

F.B.

Cert fee 20,000/=

Stamp duty 1000/=

18/2/05

SHS. 20,000/-
NO. 23131275
18/2/05

THE COMPANIES ORDINANCE
(CHAPTER 212)

COMPANY LIMITED BY SHARES

STAMP DUTY PAID SHS. 1,000/-
RECEIPT NO. 23170559
18/2/05

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

TANZANIA CABLES LIMITED

(Name changed to TANZANIA DAESUNG CABLE COMPANY LIMITED
vide Certificate of Change of Name dated 31st July 1997)

Incorporated the 4th day of February, 1977

THE COMPANIES ORDINANCE
(CHAPTER 212)

COMPANY LIMITED BY SHARES

MEMORANDUM

AND
ARTICLES OF ASSOCIATION

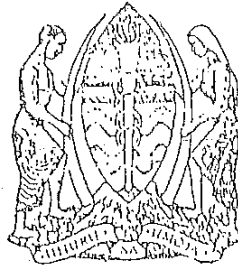
OF

TANZANIA CABLES LIMITED

(Name changed to TANZANIA DAESUNG CABLE COMPANY LIMITED
vide Certificate of Change of Name dated 31st July 1997)

Incorporated the 4th day of February, 1977

TANZANIA

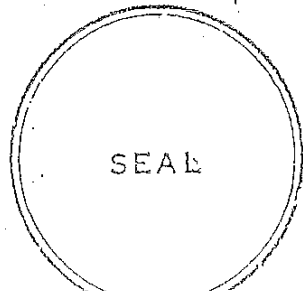


Certificate of Incorporation

No. 5711

I HEREBY CERTIFY that TANZANIA CABLES LIMITED is this day incorporated under the Companies Ordinance (Cap. 212) and that the Company is Limited.

Given under my hand at Dar es Salaam this 4th day of February, One thousand nine hundred and seventy seven.



(Sgd.) T. K. MAKATA
Asst. Registrar of Companies

THE UNITED REPUBLIC OF TANZANIA



5711

Certificate of Change of Name

I HEREBY CERTIFY THAT

TANZANIA CABLES

Limited

having, with the sanction of a Special Resolution of the said Company, and with the approval of the Registrar signified in writing changed its name, is now called the

TANZANIA DAE SUNG CABLE COMPANY

Limited,

and I have entered such new name on the Register accordingly

Given under my hand at Dar es Salaam

this 31st day of JULY

One thousand nine hundred and NINETY SEVEN

THE COMPANIES ORDINANCE (Cap. 212)

COMPANY LIMITED BY SHARES

Memorandum

AND

Articles of Association

TANZANIA CABLES LIMITED

Incorporated this 4th day of February, 1977

Drawn by:
DONALDSON AND WOOD,

THE COMPANIES ORDINANCE
(Chapter 212 of the Laws of Tanzania)

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION
OF

TANZANIA CABLES LIMITED

TANZANIA
Stamp Duty No. 0007
No. 23/2039-18/2008
Date 18/12/08

1. The name of the Company is "TANZANIA CABLES LIMITED."

2. The registered office of the Company will be situate in Tanzania.

3. The objects for which the Company is established are:-

- (a) To carry on business as manufacturers of and dealers in all kinds of wires, cables, conductors, and other articles and accessories used in the electrical and allied trades, including but without limiting the generality of the foregoing words, copper and aluminium wire and strip, copper and aluminium strands, steel cord aluminium strands, bunched strands, bunched wires and ropes, cables insulated, sheathed or otherwise covered with paper, carbon paper, cambric, bitumen, varnish oil, oleaginous compounds, rubber synthetic rubber, plastic, lead, aluminium or any other material or substances, oil pressure cables, gas pressure cables, supertens cables, submarine cables, telephone and telecommunication cables of all types, metal, rubber and plastic tubes, wires insulated with cotton, silk, artificial silk, nylon, glass, resin, varnish, asbestos, wool, enamel, synthetic enamel or in any other way and woven ribbons, tapes and narrow

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Asst. Registrar of Companies
Date 18/12/08

- (b) To manufacture and deal in wire and cable components and fittings of all descriptions, wire and cable making machinery, cable drums, cable joint boxes, condensers, turbines, conductors, generators, switch gear, accumulators, lamps, dynamos, motors, heat or other pumps, fuel cells, welding machines, electricity motors, magnetic, radio operated, mechanical, optical and scientific instruments and accessories of all kinds, telephones, radars, telegraphs, wireless and television equipment, apparatus for receiving, transmitting, reproducing or recording sounds, written or printed matter, designs or any other like matter of thing and all kinds of electrical, telephonic and telegraphic apparatus.
- (c) To carry on all or any of the business of manufacturers and producers of and dealers in all kinds of plastic and plastic materials PVC., PVC ingredients, ebonite, vulcanite, porcelain, glass and other refractory materials, rubber, synthetic rubber, chemicals and other natural, artificial or synthetic products and materials, and all kinds of articles, goods and things prepared manufactured or made wholly or partly of any such products or material.
- (d) To develop and turn to account any land acquired by or in which the Company is interested and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, furnishing, fitting up and improving buildings and by planting, paving, draining, farming, cultivating, letting on building lease or building agreement and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.
- (e) To lend money either with or without security and generally to such persons and upon such terms and conditions as the Company may think fit.
- (f) To carry on any business (whether manufacturing or otherwise) which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights, businesses, ventures or undertakings.

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL

[Signature]

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- (g) To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company.
- (h) To purchase, take on lease, or 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 its purposes.
- (i) To take, subscribe for or otherwise acquire and hold shares in any other Company having objects altogether or in part similar to those of the Company or carrying on any business capable of being conducted so as directly or indirectly to benefit the Company.
- (j) To enter into partnership or into any arrangements for sharing profits, union of interests, co-operation, joint venture, reciprocal concessions or otherwise with any person or company carrying on or engaged in or about to carry on or engage in any business or transaction which the Company is authorised to carry on or engage in or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company, and to lend money to, guarantee the contracts of or otherwise assist any such person or company, and to take or otherwise acquire shares and securities of such company and to sell, hold or issue with or without guarantee or otherwise deal with the same.
- (k) To enter into any arrangements with any government or authorities supreme, municipal, local or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions.
- (l) To grant pensions or gratuities to any employees or ex-employees and to officers and ex-officers (including Directors and ex-Directors) of the Company or its predecessors in business, or of any company in which the Company is in any way interested, or the relations, connections

or dependants of any such persons, and to establish or support associations, institutions, clubs, funds and trusts which may be considered calculated to benefit any such persons or otherwise advance the interests of the Company or of its members, and to make payments towards insurances or to institute or contribute to pension schemes and to establish and contribute to any scheme for the purchase of shares in the Company or of its members, benefit of the Company to be held for the lend money to the Company's employees, and to enable them to purchase shares for the Company, and to formulate and carry into effect any scheme for sharing the profits of the Company with its employees or any of them.

(m) To promote any company or companies, for the purpose of acquiring all or any of the property and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company.

(n) To conduct, maintain and alter any buildings or works necessary or convenient for any of the purposes of the Company.

(o) To act as business consultants, and (in that capacity and otherwise) to take part in the formation, management, supervision or control of the business or operations of any company or undertaking, and for the purpose to appoint and remunerate any directors, accountants or other experts or agents.

(p) To lend money to such persons and on such terms as may seem expedient and in particular to clients and others having dealings with the Company and to guarantee the performance of contracts by any person and to enter into guarantees and sureties of every description.

(q) To invest and deal with the Company's moneys in such manner as may from time to time be determined.

(r) To borrow or raise or secure the payment of money in such manner as the Company shall think fit and in particular by the issue of debentures, debenture stock, perpetual

or otherwise, charged upon all or any of the Company's property (both present and future) including its uncalled capital, and to purchase, redeem, or pay off any such securities.

- (s) To subscribe or guarantee money for any national, charitable, benevolent, public, general or useful object or for any purpose which may be considered likely directly or indirectly to further the objects of the Company or the interests of its members.
- (t) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of any of the shares of the Company's capital, or any debentures, debenture stock, or other securities of the Company, or in or about the formation or promotion of the Company or the conduct of its business.
- (u) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (v) To obtain any provisional Order, Ordinance or Act of Parliament for enabling the Company to carry any of its objects into effect, or, for effecting any modification of the Company's constitution or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- (w) To procure the Company to be re-registered, incorporated or otherwise constituted if necessary or advisable according to the law of any foreign country.
- (x) To sell, improve, manage, develop, exchange, lease, mortgage, dispose of, turn to account, or otherwise deal with all or any part of the property and rights of the Company.
- (y) To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit, and in particular for shares, debentures,

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN THE OFFICE OF THE REGISTRAR OF COMPANIES IN THE DISTRICT OF MIDDLESEX ON THE 15th DAY OF MAY 1951

[Signature]

or securities of any other Company having objects altogether or in part similar to those of the Company.

- (3) To distribute any of the property of the Company among the members in specie.
- (aa) To do all or any of the above things in any part of the world and as principals, trustees, agents, contractors or otherwise and by or through trustees, agents or otherwise, and either alone or in conjunction with others.
- (bb) To do all such other things as are incidental or conducive to the attainment of the above objects.

The objects set forth in any sub-clause of this clause shall not, except when the context expressly so requires, be in anywise limited or restricted by reference to or inference from the terms of any other sub-clause, or by the name of the Company. None of such sub-clauses or the objects therein specified, or the powers thereby conferred, shall be deemed subsidiary or auxiliary merely to the objects mentioned in the first sub-clause of this clause, but the Company shall have full power to exercise all or any of the powers conferred by any part of this clause in any part of the world and notwithstanding that the business, undertaking, property or acts proposed to be transacted, acquired, dealt with or performed do not fall within the objects of the first sub-clause of this clause.

4. The liability of the members is limited.

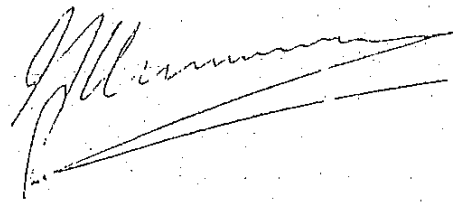
* 5. The capital of the Company is Shillings 10,000,000/- divided into 1,000,000 shares of Shillings 10/- each. The Company has power from time to time to increase or reduce its capital and to divide the shares in the original or increased capital into several classes and to attach thereto respectively any preferential or deferred, qualified or special rights, privileges or conditions.

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

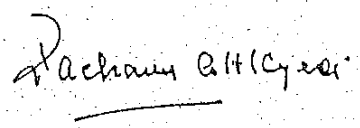
I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL
* 1993/12/14/1994
Sh. 318, 00/00
MMS-umle
At 1993 old
60th POD

Names, addresses and Descriptions of Subscribers	Number of Shares taken by each Subscriber	Signature of Subscribers
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EVERHARDUS JOHANNES
 KLUENDER
 P.O. Box 2365,
 DAR ES SALAAM
 COMPANY DIRECTOR

ONE 

ZACHARY AKILIMARI ONE
 HENRY ICYESI
 P.O. Box 2332
 DAR ES SALAAM
 COMPANY DIRECTOR



DATED this day of

WITNESS to the above Signatures:-

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL
 ASSESSOR GENERAL
 25/12/2012
 DMC

THE COMPANIES ORDINANCE
(Chapter 212 of the Laws of Tanzania)

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

TANZANIA CABLES LIMITED

TANZANIA
Stamp Duty Paid: 500/-
No. 68501/1991
Date: 23/7/89
18/7/89
[Signature]

PRELIMINARY

1. The Regulations contained in Table A in the First Schedule to the Companies Ordinance (Chapter 212) (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied as hereinafter contained.
2. Regulations 64, 65, 66, 68 and 69 contained in Table A shall not apply to this Company.
3. The Company is a Private Company and accordingly the following provisions shall have effect:
 - (a) The right to transfer shares in the Company shall be restricted in the manner hereinafter provided.
 - (b) The Company shall not offer any of its shares or debentures to the public for subscription.
 - (c) The number of members for the time being of the Company (exclusive of persons who are in the employment of the Company, and of persons who having been formerly in the employment of the Company, were, while in such employment, and have continued after such employment to be, members of the Company) is not to exceed fifty, but where two or more persons hold one or more shares

in the Company jointly, they shall, for the purposes of this paragraph, be treated as a single member.

SHARES

4. With the sanction of a special resolution and subject to the provisions of the Companies Ordinance, any preference shares may be issued on the terms that they are or, at the option of the Company are liable to be redeemed.

TRANSFER AND TRANSMISSION OF SHARES

5. The instrument of transfer of any share shall be in writing and shall be executed by or on behalf of the transferor and transferee and the transferor shall be deemed to remain the holder until the transferee is entered on the Register in respect thereof. Shares shall be transferred in any usual or common form which the Directors shall approve.

6. The Company shall not, except as ordered by a Court of competent jurisdiction or as by statute required, be bound by or be compelled in any way to recognise even when having notice thereof, any trust or any other right in respect of a share than an absolute right in respect of a registered holder thereof for the time being, or such other rights in case of transmission thereof as are conferred by the Articles herein contained.

7.(a) A share may be transferred by a member or other person entitled to transfer to any member selected by the transferor but save as aforesaid and as provided by Clause (f) of this Article no share shall be transferred to a person who is not a member so long as a member or any person selected by the Directors as one whom it is desirable to admit to membership is willing to purchase the same at the fair value.

(b) A person proposing to transfer any share (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "a transfer notice") to the Company that he desires to transfer the same. Such notice shall specify the sum he fixes as

THE COMPANY'S REGISTERED OFFICE IS AT
25/F, 251, WING LOK STREET, HONG KONG
25/12/54

the fair value and shall constitute the Company his Agent for the sale of the share to any member of the Company or person elected as aforesaid willing to purchase the share (hereinafter called "the purchasing member") at the price so fixed or at the option of the purchasing member at the fair value to be fixed by the Auditor in accordance with the provisions hereinafter contained. A transfer notice may comprise several shares. A transfer notice shall not be revocable except with the sanction of the Directors.

(c) If the Company shall within ninety days after being served with the transfer notice find a purchasing member and shall give notice thereof to the proposing transferor he shall be bound upon payment of the fair value as fixed in accordance with Clauses (b) and (d) hereof to transfer the share to the purchasing member.

(d) In case any difference arises between the proposing transferor and the purchasing member as to the fair value of a share the Auditor shall on the application of either party certify in writing the sum which in his opinion is the fair value and such sum shall be deemed to be the fair value and in so certifying the Auditor shall be considered to be acting as an expert, and not as an arbitrator, and accordingly the Arbitration Ordinance shall not apply.

(e) If the proposing transferor makes default in transferring the share the Company may receive the purchase money and the proposing transferor shall be deemed to have appointed any one Director or the Secretary of the Company as his Agent to execute a transfer of the share to the purchasing member and upon the execution of such transfer the Company shall hold the purchase money in trust for the proposing transferor. The Company's receipt for the purchase money shall be a good discharge to the purchasing member and after his name has been entered in the Register in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

(f) If the Company shall not within the space of ninety days after being served with a transfer notice find a purchasing member and give notice in manner aforesaid the proposing transferor shall at any time within three months afterwards be at

liberty, subject to Article 8 hereof, to sell and transfer the share (or where there are more shares than one those not placed) to any person and at any price.

8. The Directors may refuse to register any transfer of shares whereon the Company has a lien, or a transfer of shares to a person of whom they do not approve. The Directors may also suspend the registration of transfer during the fourteen days immediately preceding the Ordinary General Meeting in each year. The Directors may decline to recognise any instrument of transfer unless (a) a fee not exceeding Two Shillings and fifty cents 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. 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 and return to him the instrument of transfer.

9. The legal personal representatives of deceased sole holder of a share shall be the only persons recognised by the Company as having any title to the share. In the case of a share registered in the names of two or more holders, the survivor or survivors, or the legal personal representatives of the last survivor, shall be the only persons recognised by the Company as having any title to the share. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall be entitled to the same dividends and other advantages to which he would be entitled if he were registered as holder of the share, except that he shall not before being registered as a member in respect of the share, be entitled in respect of it to receive notice of, or to exercise any right conferred by membership in relation to, meetings of the Company.

CAPITALISATION OF PROFITS

10. The Company in general meeting may at the recommendation of the Directors resolve that it is desirable to capitalise any part 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 not required for the payment or provision of the fixed dividend on any shares

entitled to fixed preferential dividends and accordingly such sums 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 unissued shares or debentures of the Company to be allotted and distributed credited as wholly paid up to and amongst such members in the proportions 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 purposes of this article only be applied in the paying up of unissued shares to be issued to the members of the Company as fully paid bonus shares.

11. 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 power 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 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 they may be 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.

GENERAL MEETINGS

12. A General Meeting shall be held once in every calendar year as the Annual General Meeting. Such meeting shall be additional to any other meeting in the same year and shall be held at such time (not being more than fifteen months after the holding of

the last preceding Annual General Meeting) and place as may be determined by the Directors. Regulation 39 of Table A shall not apply.

13. Twenty one days' notice at least (exclusive of the day on which the notice is served or deemed to be served and of the day for which it is given) in respect of all General Meetings shall be given to the Members specifying the date, hour and place of meeting and, in case of special business, the nature of such business, either by advertisement or by notice sent by post or otherwise served as hereinafter provided but with the consent in writing of such percentage of the Members as may, from time to time, be required by law for the purpose, a meeting may be convened in such manner as the Directors may think expedient. Regulation 42 of Table A shall not apply.

14. 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. The members present in person or by proxy or by attorney shall be a quorum for all purposes. Regulation 45 of Table A shall not apply.

15. At any General Meeting a resolution put to the vote of the Members shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by any Member present in person or by proxy or attorney. Unless a poll is so demanded, a declaration by the chairman that a resolution has, on a show of hands been carried, or carried unanimously or by a particular majority, or lost and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. Regulation 50 of Table A shall not apply.

16. Subject to the provisions of the Ordinance, a resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at General Meetings (or, being corporations, by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

17. The demand for a poll may be withdrawn, if a poll is duly demanded and not withdrawn, it shall be taken in such manner as the Chairman of the meeting may direct and the result of the poll shall be deemed to be a resolution of the meeting at which

the poll was demanded. Regulation 51 of Table A shall not apply.

DIRECTORS

18. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall not be less than two, nor more than ten.

19. The first Directors shall be appointed in writing by a majority of the subscribers of the Memorandum of Association.

20. There shall be no share qualification for a Director.

21. No person, other than a retiring Director, shall be elected a Director, except as a Director appointed by the Board, unless at least four, and not more than fourteen days' notice shall have been left at the office of the intention to propose him, together with a notice in writing signed by himself of his willingness to be elected.

22. Each Director, other than a Managing Director holding office subject to the provisions of Article 26 hereof shall be paid such remuneration as the Company in General Meeting shall from time to time direct.

23. If any Director, being willing, shall be called upon to perform extra services for the purposes of the Company, the Company may remunerate such Director either by a fixed sum or percentage of profits, or otherwise as may be determined by the Directors, and such remuneration may be either in addition to, or in substitution for his remuneration hereinbefore provided.

24. A resolution in writing signed by a majority of the Directors for the time being, shall be effective as a resolution passed at a meeting of the Board duly convened and held and may consist of several documents in the like form and signed by one or more of the Directors.

ALTERNATE DIRECTORS

25. Any Director who is for any reason unable to carry out his duties as a Director, may appoint

any person as his alternate to act for him. Such alternate, whilst he holds office as an alternate Director, shall be entitled to receive notice of all meetings of Directors and to attend and vote thereat but shall not be required to hold a share qualification or be entitled to any remuneration from the Company but he shall in all other respects be bound by the rules and regulations affecting the Directors in the same manner as the Director for whom he acts is bound. Any appointment so made may be revoked at any time by the appointor and any appointment or revocation hereunder shall be effected by notice in writing to the Secretary of the Company. The remuneration (if any) of any person who acts as an alternate Director shall be a matter of arrangement between the person so acting and the Director appointing him.

MANAGING DIRECTORS

26. The Directors may from time to time appoint one or more of their body to the office of Managing Director or Manager for such term and at such remuneration whether by way of salary, or commission, or participation in profit, or partly in one way and partly in another as they may think fit, and a Director so appointed shall not, while holding that office be subject to retirement by rotation, or taken into account in determining the rotation of retirement of Directors; but his appointment shall be subject to determination, ipso facto, if he ceases from any cause to be a Director, or if the Company in General Meeting resolve that his tenure of the office of Managing Director or Manager be determined.

BORROWING POWERS

27. The Directors may borrow or raise such sum or sums of money from time to time from the Directors, members or other persons or any corporation, for the purposes of the Company and may secure the payment of the same and of any other money by mortgage or charge upon all or any of the property or assets of the company present and future, including its uncalled or unpaid capital, or by the issue of debentures, debenture stock or bonds (whether at par or at a discount or premium) or otherwise as they may think fit provided that the cost of goods or services obtained by or rendered to the Company in the normal course of its business on credit (however extended) shall not be deemed to be an undischarged amount of money

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raised, borrowed or secured by the Directors within the meaning of this Article and shall accordingly not be taken into account in assessing the amount borrowed or to be borrowed by the Company.

RECONSTRUCTION AND LIQUIDATION

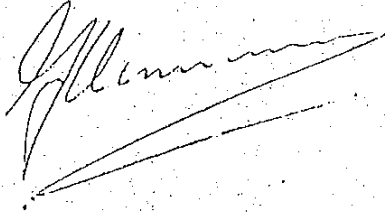
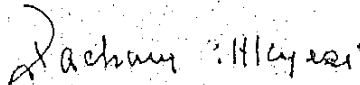
28. On any sale of the undertaking of the Company, the Directors, or the Liquidators on a winding-up may, if authorised by an Extraordinary Resolution, accept fully paid or partly paid up shares, debentures or securities of any other company, whether British, foreign, or colonial either then existing or to be formed for the purchase in whole or in part of the property of the Company, and the Directors, if the profits of the Company permit, or the Liquidators on a winding-up, may distribute such shares or securities or any other property of the Company among the members without realisation, or vest the same in trustees for them, and an Extraordinary Resolution may provide for the distribution or appropriation of the cash, shares or other securities, benefits or property, otherwise than in accordance with the strict legal rights of the members or contributories of the Company, and for the valuation of any such securities or property at such price and in such manner as the Meeting may approve and all holders of shares shall be bound to accept and shall be bound by any valuation or distribution so authorised, and waive all rights in relation thereto, save only in case the Company is proposed to be or is in the course of being wound up, such statutory rights, if any, under Section 230 of the Ordinance as are incapable of being varied or excluded by these presents.

29. If the Company shall be wound up, the assets remaining after payment of the debts and liabilities of the Company and the cost of liquidation shall be applied. First, in repaying to the members the amounts paid up on the shares held by them respectively; and the balance (if any) shall be distributed among the members in proportion to the number of shares held by them respectively; Provided always that the provisions hereof shall be subject to the rights of the holders of shares, if any, issued upon special condition.

INDEMNITY

30. Every Director, Manager or Officer of the Company or any person employed by the Company as Auditor shall be indemnified out of the funds of the Company against all liability incurred by him as such Director, Manager, Officer or Auditor in defending

any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted, or in connection with any application under Section 351 of the Ordinance in which relief is granted to him by the Court.

Names, Addresses and Descriptions of Subscribers	Number of Shares taken by each Subscriber	Signature of Subscribers
EVERHARDUS JOHANNES KLINDER P.O. Box 2305, DAR ES SALAAM COMPANY DIRECTOR	ONE	
ZACHARY AKILIMAKI HENRY ICYESI P.O. Box 2332 DAR ES SALAAM COMPANY DIRECTOR	ONE	

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL
 Date 25/11/76
 Asst. Registrar of Companies

DATED the day of 1976.

WITNESS to the above Signatures:

TANZANIA



Certificate of Incorporation

No. 5711

I HEREBY CERTIFY THAT

TANZANIA CABLES

Limited

is this day incorporated under the Companies Ordinance (Cap. 212) and that the Company is Limited.

Given under my hand at Dar es Salaam

this 4th day of February

One thousand nine hundred and SEVENTY SEVEN