LAWS OF SOUTH SUDAN,

COMPANIES ACT, 2012

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

ATCO GAS OIL SERVICES LTD

INCORPORATED ATJUBA THIS .....DAY OF.....2025

DRAWN BY:
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JUBA, SOUTH SUDAN.

JUNE 2025

JUBA, SOUTH SUDAN.

LAWS OF SOUTH SUDAN,
COMPANIES ACT, 2012
MEMORANDUM OF ASSOCIATION OF
ATCO GAS OIL SERVICES LTD

1. **NAME OF THE COMPANY.**
   The name of the Company is **ATCO GAS OIL SERVICES LTD.**

2. **ATCO GAS OIL SERVICES LTD** is a private Company limited by share.

3. **HEAD OFFICE**
   The registered head office of the Company in South Sudan shall be located in Juba the capital city, and may have branches in other major towns in South Sudan.

4. **THE OBJECTS OF THE COMPANY SHALL BE TO:**
   a) To carry on the business of gas, environmental clearance and recycling of petroleum/crude oil by-products, and all other related environmental works, which include among others maintaining, reusing, recycling and recovering of waste in oil fields.

   b) To carry on treatment of contaminated soil, removing oil from oily sludge and other works that treat soil from oil contamination.

   c) To carry on the business of import, export, distributors, suppliers of petroleum products which may include but not limited to diesel, petrol, gas and others in the company capacity as principal or as commission agent or as a general suppliers of such items.

   d) To carry on the business of refiners, drillers, importers and dealers in fuel, mineral oils and/or petroleum.

   e) To carry on the business of manufacturers, importers, suppliers of lubricating oils, spares, anchors, furnishers, outfitters, pipes, accessories and other equipment.

   f) To carry on the business of import, distributors, suppliers of general food items as principal or as commission agent or as a general supplier of such items.

   g) To carry on the business as consultants in items being dealt with in the company, in the matter of manufacturing, selling, importing, and exporting of raw materials, finished goods, semi-finished form.

   h) To enter into any contracts in relation to and to erect, construct, maintain, alter, repair, pull down and restore either alone or jointly with other companies or persons, works of all description, including moulds, buildings and transactions of any description.

i) To erect and construct, either by the Company or through other parties houses, buildings, or works of every

j) description on any immovable property of the Company or upon any other immovable property, and to pull down, rebuild, enlarge, alter and improve existing houses, buildings, works thereon, to convert and appropriate any such immovable property into and for roads, streets, squares, gardens and pleasure grounds and other conveniences, and generally to deal with and improve the property of the Company.

k) To undertake develop direct or control the management of farms, ranches, watering points, wells, dams reservoirs and grazing lands (of any tenure or kind).

l) To acquire by purchase, exchange or otherwise, either for an estate in free simple or for any limited interest, certain land, houses and buildings and other lands and premises of any nature, whether subject or not to any charges or encumbrances, and hold or sell, let, alienate, mortgage, charge or otherwise deal with all or any of such lands or premises.

m) To carry on the business as transporters, or general transportation, distributors, exporters, importers, suppliers and dealers in all types industrial chemicals, oils, soaps, zinc, manganese, iron, lime, insecticides, pesticides, fine chemicals, substances and things commonly or conveniently used in or for making up, preparing or packing any of the products in which the company is authorized to deal or which may be required by customers of or person having dealings with the Company.

n) To carry on any other business in connection with the above objects or calculated directly to enhance the value of or render more profitable any of the Company's property.

o) To manufacture, buy, sell, refine, prepare, grow, preserve, can, pack, import, export and deal in provisions of all kinds of products, both wholesale and retail, and whether solid or liquid.

p) To purchase, construct, maintain, improve, develop, work on and control any immovable property acquired by the Company by purchase, lease, exchange or, otherwise any buildings, mills, warehouses, factories, roads, electric power, heat and light supply works, pleasure grounds, parks, gardens, reading rooms, stores, shops and dairies and other works and conveniences which the Company may think directly or indirectly conducive to the objects of the Company, and to sell or otherwise dispose of the same or any of them.

5. **SHARE CAPITAL.**
   The Capital of the Company is **United States Dollars Five Hundred Thousand ($ 500,000) divided into One Hundred (100) shares of Five Thousand dollars ($ 5000/=)** each.

WE, the several persons whose names and postal addresses are subscribed hereto, 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 capital of the company set opposite our respective names.

NAMES AND ADRESSES OF SUBCRIBERS	NATIONALITY	SHARES	SIGNATURE
ABDIRASHID ALI ATEYE BUSINESSMAN, JUBA, SOUTH SUDAN	BRITISH	50%	
JUBA WWORLD GROUP LTD REPRESENTED BY JOHN YATTA COSMAS LOKUN JUBA, SOUTH SUDAN	LOCAL COMPANY	50%	

DATED at Juba this day of June, 2025

WITNESS to the above Signatures

Name in full: Martin Jada Stephen
Advocate,
Juba, South Sudan.

THE COMPANIES ACT, 2012
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
Of
ATCO GAS OIL SERVICES LTD

PRELIMINARY

1. Regulations in **Table 'A**' in the first schedule of the **SOUTH SUDAN COMPANIES ACT 2012,** such Table being hereinafter called Table "**A"** incorporated in these Articles of the Company. In case of conflict, the provisions herein shall prevail.

INTERPRETATION

2. In these articles, the words standing in the first column of the table next hereinafter contained shall bear the meaning set opposite them respectively in the second column thereof, if not inconsistent with the subject or context.

WORDS	MEANING
The Act	The Companies Act 2012 and every statutory modification or re-enactment thereof for the time being in force in SOUTH SUDAN.
The Statutes	The Act and any other Act for the time being in force in SOUTH SUDAN affecting the Company operations.
Articles	These Articles of Association as originally framed or as altered from time to time by special resolution of Company's Board.
The Director	The Directors for the time being of the company or the Directors present at a meeting of the Directors.
Month	Calendar month.
The Office	The Registered Office for the time being of the Company.
The Secretary	The Secretary of the Company, and any assistant or Deputy Secretary or other such person appointed to exercise the function of the Secretary
Register	The Register of Members kept by the Company.
The Seal	The Common Seal of the Company.
In Writ in	Written, printed or lithographed or in any other mode of representation or reproducing words in visible form

Word signifying the singular include the plural and vice versa.

Word signifying the masculine genders include the feminine gender.

"Persons" includes a corporation.

"Dividend" includes bonus.

Private Company

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

(a) *The number of members of the company (excluding persons who are in the employment of the Company and persons, who having been formerly in the employment of the Company were while in such employment and have continued after termination of such employment to be members of the Company) for the time being is limited to the current Directors: Provided that where two or more persons hold one or more shares of the company jointly, they shall, for the purpose of this article, be treated as a single member.*

(b) *Any invitation to the public to subscribe for any shares or debenture of the Company is strictly prohibited.*

(c *The Company shall not have power to issue share warrants to bearer.*

(d *The right to transfer shares in the Company is restricted in the manner hereinafter provided.*

Shares

4. *(a)* *The share capital of the Company is $ 500,000 (Five hundred Thousand only) divided into 100 ordinary shares of $ 5000 each.*

(b) *Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares and subject to any restraints for time being imposed by law any share in the company may be issued with such preferred, deferred or other special rights to dividend, voting, return of capital or otherwise as the company may from time to time by special resolution determine*

No fund of The company to be used in purchase of shares.

5. *No part of the funds of the Company shall directly or indirectly be employed in the purchase of or in shares upon the security of the Company's shares but nothing in this regulation shall prohibit transactions mentioned in the provision of shares to section 55 of the Companies Act 2012*

Control of shares

6. *Subject to the provisions of the above-mentioned article the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may think fit.*

Not trust Recognized

7. *No person shall be recognized by the Company as holding any share and the company shall not be bound by or required to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in share any other than an absolute right*

to the entirety thereof in the registered holder.

Registered member entitled to Share Certificate

8. *Every person whose name is entered as a member in the Register shall be entitled, without payment, to receive within sixty days after allotment of lodgment of transfer (unless the conditions of issue provide for a longer interval) one certificate under the seal of the company for all shares registered in his name specifying the number and denoting numbers of shares in respect of which it is issued and the amount paid thereon.*

Renewal of Certificate

9. *If any share certificate be defaced, worn out, destroyed or lost, it may be renewed on such evidence being produced and such indemnity (if any) being given as the Directors shall require and in case of defacement or wearing out, on delivery of the old certificate and in any case, on payment of such sum as the Directors may from time to time require.*

Balance Certificate

10. *If, after a transfer has been approved by the Directors there remains a balance of shares registered in the name of the transferor and if he, in writing requires, a balance certificate shall be issued to him without charge.*

LIEN

Company to have lien shares

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

Lien may be enforced by

12. *The Company may sell any shares on which the Company has a lien at such time or times and in such manner as the Directors think fit, but no sale shall be made until such time as the moneys in respect of which until such lien exists is liable to be presently fulfilled or discharged, and until a demand and notice in writing stating the amount due or specifying the liability or engagement and demanding payment or fulfillment or discharge thereof and giving notice of intention to sell in default shall have been served on such member or the person entitled by transmission to the shares and default in payment, fulfillment or discharge shall have been made by him for fourteen days from the service of such notice.*

Application of proceeds of sale

13. *The net proceeds of any such sale shall be received and applied in or towards the costs of the sale and in or towards satisfaction of the amount due to the sale Company, or of the liability or engagement, as the case may be, and the balance (if any) shall (subject to a like lien for sums not presently payable as existed on the shares before the sale) be paid to the member or the persons entitled by transmission to the shares so sold at the date of the sale, or as he shall direct.*

Directors may enter purchase

14. *To give 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 effected by any irregularity or invalidity in the proceedings in reference to the sale.*

CALLS ON SHARES

Director may make calls

15. *The Directors may, subject to the provisions of these Articles or to any special conditions on allotment of shares, from time to time make such calls upon the members in respect of all moneys unpaid on their shares, whether on account of the nominal value of the shares or by way of premium, as they think fit, provided that twenty eight days' notice at least is given of each call and each member shall be liable to pay the amount of every call so made upon him to the persons, by the installments (if any) and at the times and places appointed by the Directors under articles* ***15 to 21 of Table "A"***

FORFEITURE OF SHARES

Directors may require payment of a call

16. *If a member fails to pay the whole or any part of any call or installment of a call on the day appointed to payment thereof, the Directors may at any time thereafter, during such time as any part of the call or installment remains unpaid serve a notice on him or on the person entitled to the share by transmission, requiring payment of such call or installment as is unpaid, together with the interest thereon from the date of the call until payment thereof at such rate not exceeding 10% p.a. as the Directors determine, and any expenses that may have accrued by reason of such non-payment and accordingly Articles 33 to 39 of Table "A" shall apply except that:*

(a) *The forfeiture of a share shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.*

(b) *The liability of a person whose shares have been forfeited shall continue notwithstanding that the company may have received payment in full of the nominal amount of shares.*

TRANSFER OF SHARES

Transfer must be written

17. *The transfer of any share in the company must be in writing in any usual or common form or in such other form as the Directors may from time to time approve, the Certificate for the shares to be transferred and such other evidence (if any) as the company may require to prove the title of the intending transferor.*

Transfer to be executed

18. *The instrument of a transfer shall be executed both by the transferor and the transferee and the transferor or shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof.*

No transfer to

19. *No share shall in any circumstances be transferred by any shareholders or*

certain person

personal representative of any shareholder UNLESS the same is being transferred to a person approved by at least Board of Directors.

Notice of intention to transfer to be

20. *Every shareholder or trustee in bankruptcy who may desire to sell or transfer any shares and every personal representative of a deceased shareholder in writing who may desire to sell or transfer any share such in deceased shareholder shall give notice in writing to the Directors that he desires to make such sale or transfer; such notice shall constitute the Board of Directors his agent for the sale of such shares to any member or members of the company at a price to be agreed upon between the party giving such notice and the Board or in case of difference by two Arbitrators one to be appointed by the Directors under the provisions of the laws of arbitration for the time being in force in South Sudan.*

Register of transfers

21. *The Company shall provide a book to be called the "register of Transfers" which shall be kept by the Secretary under the control of the Directors, and in which shall be entered the particulars of every transfer or transmission of every share.*

Directors may refuse to register

22. *The Directors may in their discretion and without assigning any reason refuse to register a transfer of any share, whether or not fully paid, to any person not being already a member of company. If the Directors refuse to register a transfer of any share 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.*

Transfer fee

23. *Such fees, as the company may from time to time determine may be exchanged for registration of every probate, letter of administration, certificate of death or marriage, power of attorney, attachment or other instrument.*

Register of Members may be closed

24. *Subject to the provisions of the Act, the Register may be closed during the twenty one days immediately preceding every Annual General Meeting of the Company and at such other times (if any) and for such period as the Directors may from time to time determine, provided always that it shall not be closed for more than thirty days in any year.*

ALTERATION OF CAPITAL

Alterations Capital

25.

(a) *increase its share capital by such amount to be divided into shares of such denomination and carrying such preferred, deferred or other special rights (if any) as the resolution may prescribe;*

(b) *Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;*

(c) *sub-divide its existing shares or any of them, into shares of smaller denomination than is fixed by the Memorandum of Association; provided, however, that in the sub division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived;*

(d) Convert all or any of its paid-up shares into stock and reconvert that stock into paid-up shares of any denomination; cancel any shares, which at the date of the passing of the resolution have not been taken or agreed to be taken.

Reduction of capital 26. *The Company may by Special Resolution reduce its share capital redemption, reserve fund and any share premium account in any manner and subjects to any incident authorised and consent required by law and accordingly Articles 44 to 46 of Table "A" shall apply.*

GENERAL MEETINGS

Annual General Meeting 27. *A general meeting shall be held once at least in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and at such place as may be determined by the Directors, such general meeting shall be called "Ordinary General Meeting" and all other meetings of the Company shall be called "Extraordinary General Meeting"***.**

Notice of General Meeting 28. *Subject to the provisions of the Act relating to special resolutions 21 days notice at the (exclusive of the days on which the notice is served or deemed to be served but exclusive of the days and hour of the meeting and in the case of special business the general natural of that business) shall be given in such manner 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 notices from the company, provided that a meeting of the company shall, notwithstanding that it is called by shorter notice than that specified in this regulation be deemed to have been duly called if it is so agreed by a simple majority of the members who are entitled to attend and vote thereat and the accidental omission to give notice of meeting to, or non-receipt of notice of a meeting by a person entitled to receive notice shall not invalidate the proceedings at that meeting.*

Directors may Convene extraordinary meetings 29. *The Directors may whenever they think fit convene extraordinary general meeting and the Directors shall on the request in writing of the shareholders of not less than 60% in nominal share capital of the issued capital of the Company upon which all calls or other sums then due have been paid forthwith proceed to convene an extraordinary meeting and the provisions of Section 50 Table A and section 132 of the Companies Act shall apply. If at any time there are not within South Sudan, sufficient Directors or any two members of the Company may convene an extraordinary meeting as possible, as that in which meetings may be convened by the Directors.*

PROCEEDINGS AT GENERAL MEETINGS

Special business 30. *All business shall be deemed special that is transacted at an Extraordinary General Meeting, and that is transacted at an Annual General Meeting shall also be deemed special, with the exception of sanctioning and declaring a dividend, the consideration of accounts and balance sheets, the election of*

Directors and the appointment and fixing of the remuneration of Auditors.

Quorum 31. *No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. For all purpose, the quorum shall be a simple majority as determined by those persons present being members or proxies for members. 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 members, shall be dissolved; in any other case it shall stand adjourned to the same time and place or to such other day and at such time and place as the Directors may determine and if, at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.*

Chairman 32. *The Managing Director for the time being of the company shall be entitled to preside as Chairman of all the meetings of the members whether ordinary or extraordinary and in his absence, vice chairman and in the absence of the vice chairman such other Director as may be selected by the Members present at such meeting shall preside or if no Director is present or if all the Directors present decline to at as chairman they shall choose some member present to be chairman of the meeting.*

Poll 33. *At any general meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:*

(a) by the Chairman; or

(b) by at least two members present in person or by proxy entitled to vote; or

(c) by any member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or

(d) by member holding shares in the company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid upon all the shares conferring that right.

Unless a poll is so demanded, a declaration by the Chairman that a resolution has on a show of hands, been carried unanimously or by a particular majority, or lost and an entry to that effect in the book containing the effect in the book containing the minutes of the proceedings of the company shall be conclusively evidence of the fact without proof of the number or proportion of the votes recorded in favor of or against such resolution. The demand for a poll may be withdrawn.

Casting vote 34. *In the case of an equality of votes, either on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a casting vote.*

Resolution 35. *A resolution in writing signed by all the members or by their duly appointed representatives for the time being entitled to receive notice of and to attend and vote at a General Meeting shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and/or held.*

VOTES OF MEMBERS

One vote or One vote per share

36. *Subject and without prejudice to any special privileges or restrictions as to voting for the time being attached to any special class of shares forming part of the capital of the company, every member present in person or by proxy shall have one vote on a show of hands and in case of a poll shall have one vote for every share of which he is the holder and articles 62 to 73 of Table "A" shall apply save that an instrument of proxy may be in the usual common form approved or accepted by the Directors.*

DIRECTORS

Number of Directors

37. *The number of Directors shall not be more than five and not less than two but the company may by ordinary resolution increase reduce the number of Directors.*

Company may appoint and remove

38. *The Company by ordinary resolution of shareholders holding controlling not less than 51% of all the shares of the Company for the time being issued, by writing under their hand:*

(a) Appoint any person to be a Director so, however, that the prescribed maximum be not exceeded, and determine the period for which he is to hold office.

(b) Appoint one of the Directors to be Chairman of the Directors and determine the period for which he is to hold office.

(c) Remove any Director or Chairman so appointed before the expiration of his period of office and appoint another or others in his or their stead.

Director's Remuneration

39. *Each Director shall be paid remuneration at such rate as the Company in General Meeting shall direct and each Director shall be entitled to be paid his travelling and other expenses incurred by him whilst employed in the business of the Company including any such expenses incurred in connection with their attendance at Board and General Meetings. If by arrangement with other Directors, any Director performs or renders any special duties or services outside his ordinary duties as a Director, the Directors may pay him special remuneration, in addition to his ordinary remuneration, and such special remuneration may be by way of salary, commission or otherwise may be arranged.*

Vacation

40. *The office of a Director shall be vacated if the Director:*

(a) Ceases to be a Director by virtue of Section 183 or 186 of the Act.

(b) becomes bankrupt or makes any arrangement or composition with his creditors generally.

(c) Becomes prohibited from being a Director by reason of any order made under Section 189 of the Act.

(d) Becomes of unsound mind.

(e) Resigns his office by notice in writing to the Company.

(f) Shall for more than six months have been absent without permission of the Directors from meetings of the Directors held during that period

DIRECTORS' CONTRACTS

Directors' contracts

41. (1) A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with Section 200 of the Act.

(2) A Director shall not vote in respect of any contract or arrangement in which he is interested and, if he shall do so, his vote shall not be counted but, if present at the meeting, he shall be counted in the quorum, and these prohibition shall not apply to:-

(a) Any arrangement forgiving any Director any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit or the Company;

(b) Any arrangement for the giving by the Company of any security to a third party in respect of a debt or obligation of the Company for which the Director himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the deposit of a security;

(c) Any arrangement by a Director to subscribe or underwrite shares or debentures of the Company; or

(d) Any contract or arrangement with any other company in which he is interested only as an officer or employee of the other company or as holder of the shares or other securities;

And these prohibitions may at any time be suspended or relaxed to any extent and either generally or in respect of any particular contract, arrangement or transaction, by the Company in General Meeting.

(3) A Director may hold any other office or place or profit under the company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine and no Director or intending

Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other place of profit or as a vendor, purchaser or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the company for any profit realised by any such Director holding that office or of the fiduciary relation thereby established.

(4) A Director, notwithstanding his interest, may be counted in the quorum present at any meeting whereat he or any other Director is appointed to hold any such office or place of profit under the Company or whereat the terms of any such appointment are arranged, and he may vote on any such appointment or arrangement his own appointment or the arrangement of the terms thereof.

(5) Any Director may act by himself or his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for a Director; provided that nothing herein contained shall authorise a Director or his firm to act as Auditor to the Company.

Business managed by Managing Directors

42. The business of the Company shall be managed by the Director who may pay all such expenses of and preliminary and incidental to the promotion, formation, establishment and registration of the Company as they think fit and may exercise all such powers of the company and do on behalf of the Company all such acts as may be exercised and done by the company and as are not by the Act or by these Articles required to be exercised or done by the Company in General Meeting. In so acting, the Directors shall, in all cases, conform to the provisions of the Act and of these Articles and to such regulations as may from time to time be prescribed by the Company in General Meeting, but no regulation made by the Company in General Meeting shall operate retrospectively to invalidate any previous act of the Director.

PROCEEDINGS OF DIRECTORS

Quorum and venue

43. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit but, until otherwise determined by the Company in General Meeting, a simple majority shall be the quorum. Questions arising at any of the meeting shall have second or casting vote. Meetings of the Directors shall be held in South Sudan, however it is permissible to conduct teleconference and telephone meetings, provided that the resolution thereof have to be signed by the directors who attended.

Calling Board Meeting 44. *A Director may and, on the request of a Director, the Secretary shall, at any time summon a meeting of the Directors.*

Chairman of Directors 45. *The Chairman (if any) of the Directors appointed under Articles 42 shall preside at meetings of the Directors or if at any meetings of the Directors he is not present within fifteen minutes of the time for holding the same, the senior Director appointed under Article 42 shall preside at such meeting and, if there is no senior Director so appointed or if at any meeting of the Directors he is not present within fifteen minutes of the time for holding the same, the Directors shall choose someone of their own number to be Chairman of such meeting.*

All Acts by Directors valid 46. *All acts done in good faith by any meeting of Directors or of a Committee of Directors, or by any local committee, or by any person acting as a Director, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Director or member as such committee or person acting aforesaid or that they or any of them were disqualified, be as valid as if every such Director or person had been duly appointed and was qualified to be a Director or a member of such committee.*

Minutes 47. *The Directors shall cause proper minutes to be made of the proceedings at all General Meetings of the Company and all meetings of Directors and committee and of the attendances thereat. Any such minutes of any meeting shall be conclusive evidence, without any further proof, of the facts therein stated.*

Resolution in writing 48. *A resolution in writing signed by all the Directors for the time being in South Sudan, being not less than the number required to constitute a quorum, shall be as valid and effective for all purposes as a resolution passed at a meeting of the Directors duly convened, constituted and held.*

BORROWING POWERS

Powers to borrow 49. *The directors may exercise all the powers of the company to borrow money and to mortgage or charge its undertaking property and uncalled capital or any part of it and to issue debenture, debenture stock whether outright or as security for any debt, liability or obligation of the company to any third party.*

The business of the company shall be managed by the directors who may pay all expenses incurred in promoting and registering the company and may exercise all such Articles required to be exercised by the company in general meeting subject nevertheless to any regulations not inconsistent with the aforesaid regulation or provision as may be prescribed by the act or actions of the directors which been made.

THE SEAL

Company seal

50. *The Directors shall provide for the safe custody of the seal which shall not be affixed to any instrument except by the authority of a resolution of Directors or of a committee of the Directors in that behalf, and in the presence of at least one Director and of the Secretary or such other person as the Directors may appoint for the purpose, and such Director and Secretary or other person as aforesaid shall sign every instrument to which the seal shall be affixed in their presence, and in favour of any purchaser or person dealing with the Company in good faith. Such signatures shall be conclusive evidence of the fact that the seal has been properly affixed.*

Secretary to be appointed by Directors

51. *The Secretary shall be appointed by the Directors for such terms, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them. The Directors may from time to time by resolution appoint an Assistant or Deputy Secretary to exercise such functions of the Secretary.*

DIVIDENDS AND RESERVE FUND

Application of profits

52. *Subject to any preferential or other special rights for the time being attached to any shares, the profits of the Company which it shall from time to time be determined to distribute by way of dividends upon the shares of the Company in proportion to the amounts paid up or credited as paid up thereon respectively, otherwise than in advance of calls.*

Deductions from dividends

53. *The Directors may deduct from any dividend payable to any member all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.*

Reserve Fund

54. *The Directors may before recommending any dividend, set aside out of the profits of the Company such as they think proper to a reserve fund.*

ACCOUNTS

Accounts

55. *The Directors shall cause such accounts to be kept:-*

(A) of the assets and liabilities of the company;

(b) of all sums of money received and expended by the Company, and the matters in respect of which such receipt and expenditure takes place; and

(C) of all sales and purchases of goods by the Company;

The Managing Directors are to give a true and fair view of the company's affairs and to explain its transactions. The books of account shall be kept at the office or subject to the provisions of Section 147 (30) of the Act, at such other place as the Directors shall think fit, and shall always be open to inspection of the Directors and Articles 123 to 126 (both inclusive) of Table "A" shall apply.

AUDIT

Auditors 56. *The Company at its annually General Meeting shall appoint an Auditor to hold office until the next Annual Meeting and his appointment, remuneration, rights and duties shall be regulated in accordance with Section 159 to 162 of the Companies Act.*

NOTICES

Service of notice 57. *A notice may be served by the Company upon any member either personally by sending it by post to him at his registered address or at any other address supplied by him to the company for the giving of notice to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting (by air mail where such service is available) a letter containing the notice, and to have been effected in the case of a notice of a meeting, at the expiration of 72 hours after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.*

WINDING UP

Distribution of assets 58. *If the Company shall be wound up, the liquidator may, with the sanction of special Resolution of the Company, divide among the members in specie or in kind any part of the assets of the Company, and any such division may be otherwise done in accordance with such rights, the members shall have the same right of dissent and consequential rights as though the resolution were a special resolution passed pursuant to Section 285 of the Act. A special resolution sanctioning a transfer or sale to another Company pursuant to the said Section may in like manner authorize the distribution of any shares or other consideration receivable by the liquidator amongst the members, otherwise than in accordance with their existing rights of the members but so that, if any division is resolved on otherwise than in accordance with such rights, the members shall have the same right of dissent and consequential rights as though the resolution were a special resolution passed pursuant to Section 285 of the Act. A special resolution sanctioning a transfer or sale to another Company pursuant to the said Section may in like manner authorize the distribution of any shares or other consideration with their*

existing rights and any such determination shall be binding upon all the members, subject to the right of dissent and consequential rights conferred by the said Section.

Insolvency.

Where the company is declared insolvent, the liquidator may, with the approval of a special resolution of the company and any other approval required by the Act, divide among the members in specie or kind the whole or any part of the assets of the company whether they consist of property of the same kind or not and may, for that purpose set such value as he or she thinks fair upon any property to be divided and may determine how the division shall be carried out as between the members or different classes of members.

The liquidator may, with the approval referred to in sub-regulation (1), vest the whole or any part of the assets in trustees upon such trust for the benefit of the contributories as the liquidator, with the approval, thinks fit, but a member shall not be compelled to accept shares or other securities on which there is any liability.

INDEMNITY

Directors, Auditors, Secretary and other officers to be indemnified

59. *Every Director, Managing Director, Agent, Auditor, Secretary and other officers for the time being 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 judgement is given in his favour or in which he is acquitted in connection with any application under Section 405 of the Act in which relief is granted to him by the court.*

AMENDMENT

These articles may be amended by special resolution of the full paid member.

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

NAMES AND ADRESSES OF SUBCRIBERS	NATIONALITY	SHARES	SIGNATURE
ABDIRASHID ALI ATEYE BUSINESSMAN, JUBA, SOUTH SUDAN	BRITISH	50%	
JUBA WWORLD GROUP LTD REPRESENTED BY JOHN YATTA COSMAS LOKUN JUBA, SOUTH SUDAN	LOCAL COMPANY	50%	

DATED at Juba this day of June, 2025

WITNESS to the above Signatures

Name in full: Martin Jada Stephen
Advocate,
Juba, South Sudan.