

THE COMPANIES ORDINANCE (CAP. 212)

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLE OF ASSOCIATION

OF

3M TANZANIA LIMITED

Incorporated this day of 1994

DRAWN BY:

JOHN CHARLES KESSY,
SUBSCRIBER/DIRECTOR,
P.O. BOX 70339,
DAR ES SALAAM.

TANZANIA
Stamp Duty Shs. 100/-
Receipt No. 123456789
Stamp Duty Office

Stamp Duty Shs. 100/-
Receipt No. 123456789
Asstt. Registrar of Companies

THE COMPANIES ORDINANCE (CAP 212)
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION

OF

3M TANZANIA LIMITED

1. The name of the Company is 3M TANZANIA LIMITED.
2. The Registered office of the company will be situated in the United Republic of Tanzania.
3. The objects for which the company is established are:
 - (a) To carry on business of distributions importation for all kinds of goods and merchandise of all sorts and exports of both traditional and non traditional produce and products.
 - (b) To act as Agents, buyers and sellers of all office equipments but not limited to computers, typewriters, photocopiers and office furniture.
 - (c) To establish and manage industries for the production of textiles, industrial chemicals, steel products, processing and packaging of agriculture products and any other good products.
 - (d) To do the business of general importers and exporters for both industrial and agricultural goods and products.
 - (e) To establish and manage bonded warehouse for use in re-export business, leasing those bonded warehouses to other business people at rental charges set by the company.
 - (f) To establish supermarkets, groceries, duty free shops, and refreshments houses stocked with both imported and locally manufactured goods.
 - (g) To work as estate developers, valuers, surveyors managers and management consultants.
 - (h) To carry on the business of sales and manufacturers representatives for foreign manufacturing and trading firms on commission basis or at any other remunerations acceptable to the company.
 - (i) To carry on the business of general merchants and traders of various merchandise including but not limited to textiles, electrical appliances, office equipment and stationery and domestic appliances.

- (j) To carry on all or any of the business of transport, carriage and haulage contractors, garage proprietors owners and charterers of road vehicles and carriers of goods and passengers by road, carmen and forwarding transport and commission agents, customs agents stevedores wharfingers, cargo superintendents packers, hauliers, warehousemen, store-keepers, safaris and tour operators.
- (k) To carry on the business of engineers, building contractors, quantity surveyers, engineering consultants and any other related activities.
- (l) To carry on the business of importers, dealers and distributors of Kerosene, petrol, motor spirit, mineral oil, crude oil, petroleum, lubricating oil, grease and all other kinds of mineral and petroleum products.
- (m) To carry on any other business which may seem to be 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.
- (n) To carry on the business of general merchants, general store-keepers, universal providers, importers, exporters and wholesale and/or retail traders of or otherwise dealers of and in cotton, silk and woolen goods and textile fabrics of all kinds.
- (o) To establish depots and agencies in different parts of the world for the purpose of carrying on any or all of the business of the company.
- (p) To enter into any arrangements and contracts with Government or Authorities (Supreme, Municipal, Local or otherwise) or any Corporations, Companies or persons having objects that may seem conducive to the company's object or any of them and to obtain from any such Government, Authority, Corporation, Company or person any characters, contracts, decrees, rights, privileges and concessions.
- (q) To purchase, take on lease, option or license, exchange or otherwise acquire in any part of the world, prospecting rights and contracts, leases, options, mineral properties grants, concessions, charters, privileges, licenses or authorities of and over mines, land and mineral or other properties, either absolutely or conditionally.

Serial No. CS 0865048
 Control No. []
 Date []

TANZANIA REVENUE AUTHORITY
Official Receipt



Station Name: []

Received From: []

VAT Registration No. []

Shillings: []

Amount in words: []

100 TWO HUNDRED AND ZERO CENTS ONLY

TRA
 COUNTER NO. 2
 22 SEP 2003
 REGIONAL RECEIPTS OFFICE
 ORIGINAL - TAX PAYER

Stamp duty	Amount	Date	Year

Customer ID No. [] Signature [] Stamp []

TRANSFER OF SHARE OR STOCK.

Reason for ()
STAMP DUTY Forwarded to the Company's Office by ()

3 FRATE STEVEN MOSHA

in consideration of the sum of SHILLINGS TWO MILLION FOUR HUNDRED AND NINETY THOUSAND (HS 249,000/-) paid by JOHN CHARLES KESSY

Receipt No. SS0866049
Date 22/9/03
collected
49800/-

hereinafter called the said Transferee
do hereby bargain sell, assign, and transfer to the said Transferee :-
249 SHARES

To hold unto the said Transferee 3M TANZANIA LIMITED Executors, Administrators, and Assigns, subject to the several conditions on which the said Transferee do hereby agree to accept and take the said subject to the conditions aforesaid.

As witness our hands and Seals this 18th day of August in the year of our Lord One-Thousand-Nine-Hundred-and-Two Thousand and Two

Signed, sealed and delivered, by the above-named FRATE STEVEN MOSHA in the Presence of [Signature]

Witness's
Signature [Signature]
Address [Address]
Occupation [Occupation]

Signed, sealed and delivered, by the above-named JOHN CHARLES KESSY in the Presence of [Signature]

Witness's
Signature [Signature]
Address [Address]
Occupation [Occupation]

Signed, sealed and delivered, by the above-named [Name] in the Presence of [Name]

Witness's
Signature [Signature]
Address [Address]
Occupation [Occupation]

Signed, sealed and delivered, by the above-named [Name] in the Presence of [Name]

Witness's
Signature [Signature]
Address [Address]
Occupation [Occupation]



NOTE.—The Consideration money set forth in a Transfer may differ from that which the first Seller will receive, owing to sub-sales by the original Buyer; the Stamp Act requires that in such case the Consideration money paid by the Sub-purchaser shall be the one inserted in the Deed, as regulating the ad valorem Duty; the following in the Clause in question:—

"Where a person having contracted for the purchase of any Property, but not having obtained a Conveyance thereof, contracts to sell the same to any other Person and the Property is, in consequence, conveyed immediately to the Sub-purchaser, the conveyance is to be charged with ad valorem Duty in respect of the Consideration moving from the Sub-purchaser"—(54 & 5 Vict., cap. 39 (1891), Section 56, Sub-section 4).

When a Transfer is executed out of Great Britain, it is recommended that the Signatures be attested by H. M. Consul or Vice-Consul, Clergyman, Magistrate, Notary Public, or by some person holding a public position; as most Companies refuse to recognise Signatures not so attested.

When a Witness is a Female she must state whether she is a Spinster, Wife, Widow and if Wife she must give her Husband's Name, Address and Quality, Profession or Occupation. The Date must be inserted in words and not in figures. • A WIFE SHOULD NOT WITNESS HER HUSBAND'S SIGNATURE, NOR SHOULD HE WITNESS HERS.



TANZANIA REVENUE AUTHORITY

Official Receipt

Serial No. CS 0866049
 Control No. 59134
 Date 22-09-2007

Station Name: 0000000 VAT KILIMBARI

Received from: MR JOHN C KISIO BOX 78270 DAR

VAT Registration No: TIN: *****

Billings: TZA 49,800.00

Amount in words: TZA 49,800.00

Thousands	Hundreds	Tens	Units

100 FORTY-NINE THOUSANDS EIGHT HUNDREDS AND ZERO CENTS ONLY

Type	Amount	Code No.	Rate

Customer: [Signature] E No. 001041 Stamp

ORIGINAL TAX PAYER

- (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 debenture stock, certificates or other securities, perpetual or otherwise charged upon all or any other company's rights and property (present and future including any uncalled capital or without any such security and to purchase, redeem, or pay off any such security or loan.
- (s) To amalgamate with, or enter into partnership or into any arrangement for sharing profits, union of interest cooperations, joint adventure, reciprocal concession 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 this company is authorized to carry on, or engaged in any business or transaction capable of being conducted so directly or indirectly to benefit this company. And to take or otherwise acquire shares and securities of any such company, and sell, hold, reissue with or without guarantee, or otherwise deal with the same.
- (t) To promote another company for the purpose of acquiring all or any of the property and liabilities of this company, or for any other purpose which may seem directly or indirectly calculated to benefit this company.
- (u) To sell or dispose of the undertaking and property of the company or any part thereof, for such consideration as the company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this company.
- (v) To carry on the business by wholesale or retail of automotive spares and part of all description tyres and tubes, batteries, battery solution and other spares accessories and goods as may be conveniently sold therewith and all things capable of being used therewith or in the maintenance, repairs and manufacture thereof.
- (w) To carry on the business of saw mills and the preparation of timber for market and the manufacture of and dealing in all articles made of or principally made of wood.
- (x) To construct, erect, maintain and alter any buildings, machinery plant works necessary or convenient for the purpose of the company.
- (y) To undertake and execute any contracts for work involving the supply or use of any machinery and to carry out any ancillary or to the work comprised in such contracts, carrying passengers and goods in Tanzania.

(z) General to purchase, take on lease or in exchange his or otherwise acquire by real and personal property and any rights or privileges which the company may think necessary or convenient for the purpose of its business and in particular any land, buildings, easements, machinery plant and stock-in-trade.

To invest and deal with moneys of the company not immediately required upon such securities and in such manner as the company may from time to time determine.

To remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of the shares in the company's capital, or any debentures or other securities of the company or the conduct of its business.

To distribute any part of the property of the company in specie among the members.

(aa) To lend and advance money and give credit to such persons or companies as may seem expedient and in particular to members of the company and customers and others having dealing with the company and to guarantee the performance of contracts by such person.

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

(cc) To raise money in such manner as the company shall think fit and in particular by the issue of debenture perpetual or otherwise charged upon all of any of the company's property and rights both present and future.

(dd) To sell, improve, manage, develop, lease, mortgages, dispose of, turn to account, or otherwise deal with all or any part of the present or future property or rights of the company.

(ee) To make any sale, mortgage, lease, sub-lease, or other disposition of the undertaking in whole or in part of the property of the company in such manner and on such terms and conditions, at such rent, for such purpose and for such consideration whether cash, shares, bonds, debentures or securities of any other company having objects, altogether or in part similar or analogous to those of this company.

otherwise, any such considerations in any shares, debentures or stocks held or received by this company amongst the members of this company.

(ii) To pay all the costs and expenses of and incidental to the formation and registration of the company.

(gg) To do all or any part of the above things in any part of the world as principals or agents and by or through agents either alone or in conjunction with others.

(hh) To deal with any unappropriated shares by way of bonus compensation, sale or in any way whatsoever that may appear to be to the advantage of the company.

(ii) To amalgamate with any other company having objects altogether or in any part similar to those of this company.

(jj) To do all such other things as are incidental or conducive to the attainment of the above objects.

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 objects specified in the different paragraphs of this clause shall not, except where the context expressly so requires, be in any wise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company.

4. The liability of the members is limited.

5. The initial share capital of the Company is Tanzania Shillings Ten million only (T.Shs. 10,000,000.00) Divided into one thousand (1000) Ordinary shares of Tanzania Shillings ten thousand only (TShs. 10,000.00) each with such rights, privileges and condition respectively attached thereto as may from time to time be conferred by the regulations of the company with power to increase and reduce the capital for the time being into several classes and attach thereto respectively such preferential deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the regulations of the company, and to vary, modify or abrogate any such rights privileges or conditions in

such manner as may for the time being be provided by the regulations of the company.

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

NAMES, POSTAL ADDRESS AND DESCRIPTION OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURE OF SUBSCRIBER
1. MR. JOHN CHARLES KESSY, P.O. Box 70339, DAR ES SALAAM.	750	<i>[Signature]</i>
2. MR. FRATE STEVEN MOSHA, P.O. Box 70339, DAR ES SALAAM.	250	<i>[Signature]</i>

DATED AT DAR ES SALAAM THIS 6th DAY OF July 1994

WITNESS TO THE ABOVE SIGNATURE

SIGNATURE..... *[Signature]*
 NAME K. N. HYPER
 QUALIFICATION Advocate
 POSTAL ADDRESS Box 2669 Dar



Signature of the Original
 Date: 2/12/94
 Signature: *[Signature]*
 Name: SASSAWAWE
 Advocate, Notary for Oaths
 Public & Commissioner

Stamp Duty Paid
Stamp Duty Paid
Stamp Duty Paid

THE COMPANIES ORDINANCE (CAP. 212)
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
3M TANZANIA LIMITED
PRELIMINARY

Stamp Duty Paid
Stamp Duty Paid
Stamp Duty Paid

In these Articles:

- "The Ordinance" Means the Companies Ordinance (Cap. 212)
- "The Seal" Means the Common Seal of the Company.
- "The Secretary" Means any person appointed to perform the duties of the Secretary of the Company.
- "The Dividend" Means the Dividend declared by the Company and includes bonus.

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

Unless the context otherwise enquires, words or expressions contained in these Articles shall be the same meaning as in the Ordinance or any statutory modification thereof in force at the date at which these Articles becomes binding upon the Company.

The Regulations contained in table 'A' of the First Schedule to the Companies Ordinance (Cap. 212) shall not apply to the Company.

The Company is a PRIVATE COMPANY and accordingly:

- (a) The right to transfer shares is restricted in the manner hereinafter prescribed.
- (b) The number of Members of the Company (exclusive of persons who are in the employment of the Company and of persons who having been formerly in the employment of the company while in such employment and have continued after the determination of such employment to be members of the company) is limited to fifty.

Provided that where two or more persons hold one or more shares in the company jointly they shall for the purpose of this Article be treated as a single member.

- (c) Any invitation to the public to subscribe for any shares or debentures of the company is prohibited.
- (d) The company shall not have power to issue share warrants to bearer.

S H A R E S

4. The Share Capital of the Company is Tanzania Shillings Ten million only (TShs. 10,000,000.00) Divided into one thousand (1000) Ordinary Shares of Tanzania Shillings Ten thousand only (TShs. 10,000.00) each.

5. Subject to the provisions, if any, in that behalf of the Memorandum of Association, and without prejudice to any special rights previously conferred on the holders of existing shares, any share may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of share capital or otherwise, as the company may from time to time by special resolution determine, and any preference share may, with the sanction of a special resolution, be issued on the terms that it is, or at the option of the company is liable, to be redeemed.

6. (a) If at any time the share capital is divided into different classes of shares, the rights attaching to any class (unless otherwise provided by the T.P.A. issue of the class) may be varied with the sanction of an Extra Ordinary Resolution passed at a Separate General Meeting of the holders of the shares of that Class.

- (b) In every such Separate General Meeting the provisions of these Regulations relating to General Meetings should "Mtataji mutandizi" 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 by proxy may demand a poll.

- (c) For the purpose of this article, the rights conferred upon the holders of the shares of any class issued with preferred or other rights 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 ranking pari passu therewith.

Every person whose name is registered as a member in the register of members shall, without payment, be entitled to a certificate under the Seal of the Company specifying thereon printed that in respect of a share or shares held jointly by several persons the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all.

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

9. No part of the funds of the Company shall directly or indirectly be employed in the purchase of, or in a loan upon the security of, the Company's shares, but nothing in this regulation shall prohibit transactions mentioned in the proviso to Section 46(1) of the Ordinance.

10. The Company shall be entitled to treat the person whose name appears upon the register as the person whose the absolute owner thereof and shall not be under any obligation to recognise any trust or equity of equitable claim to or partial interest in such shares whether or not it shall have express or other notice thereof.

LIEN

11. The Company shall have a lien on every share for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a lien on all shares standing registered in the name of a single person for all money presently payable by him or his estate to the Company but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulations. The company's lien, if any, on a share shall extend to all dividends payable thereon.

12. The Company may sell, in such manner as the Directors think fit, any shares on which the company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share, or the person entitled thereto by reason of the death or bankruptcy.

13. For giving effect to any such sale the Directors may authorize some person to transfer the share 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 the application of the purchaser money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
14. The 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 shall (subject to a like lien for sums not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the date of the sale.

CALLS ON SHARES

15. The Directors may, subject to any conditions of allotment, from time to time, make calls upon the Members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) provided that (except as otherwise fixed by the conditions of allotment) no call on any share shall be payable at less than thirty days from the date appointed or payment of the last preceding call, and each Member shall (subject to being given at least fourteen days' notice specifying the time or times and place of payment) pay to the time or times and place so specified the amount called on his shares.
16. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
17. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest upon the sum at the rate of eight per centum per annum from the date appointed for the payment thereof to the time of the actual payment, but the Directors shall be at liberty to waive payment of that interest wholly or in part.
18. The provisions of these regulations as to the liability of joint holders and as to payment of interest shall apply in the case of on-payment of any such which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the amount of the share, or by way of premium, as if the same had become payable by virtue of a call duly made and notified.

19. The Directors may, if they think fit, receive from any Member willing to advance the same all or any part of the money unpaid upon the shares held by him beyond the sums actually called upon thereon as a payment in advance of calls which shall extinguish, so far as the same shall extend, the liability upon the shares in respect of which it is advanced, and the Company may pay interest upon the money so received, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which it has been received, at such rate as the Member paying such sum and the Directors agree.

TRANSFER AND TRANSMISSION OF SHARES

20. The instrument of transfer of any share shall be executed by or on behalf of the transferor and transferee, and the transferor 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.

21. Shares shall be transferred in the following form, or in any usual or common form which the Directors shall approve:

"I
of.....
in consideration of Shs..... paid to me by (hereinafter called "the transferee") do hereby transfer to the said transferee the share (or shares) numbered.....in the undertaking called 3M TANZANIA LIMITED to hold unto the said transferee, subject to the several conditions on which I hold the same and I the said transferee, do hereby agree to take the said share (or shares) subject to the conditions aforesaid.

As witness our hands the..... day of.....19.....

Witness to the signature of, etc....."

22. The Directors may in their absolute discretion decline to register any transfer of shares to a person of whom they do not approve not being already a member of the company and may also decline to register any transfer of shares on which the company has a lien. The Directors may also suspend the registration of 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 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 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.

23. The legal personal representatives of a deceased sole holder of a share shall be the only person 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 survivors or survivor, shall be the only persons recognised by the company as having any title to the share.

24. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member shall, upon such evidence being produced as may from time to time be properly required by the Directors, have the right, either to be registered as a member in respect of the share or instead of being registered himself, to make such transfer of the share as the deceased or bankrupt person could have made; but the Directors shall in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by the deceased or bankrupt person before the death or bankruptcy.

25. 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 the registered 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 exercise and right conferred by membership in relation to meetings of the Company.

26. Save as hereinafter provided, no shares in the Company shall be transferred otherwise than to a person who is already a Member of the Company until the rights of preemption hereby conferred shall have been exhausted that is to say:

- (1) Every Member or other person referred to in Article 24 who intends to transfer shares (here-in-after called the Vendor) shall give notice of his intention so to do. Such notice shall constitute the Board as his agent for the sale of the said shares in one or more lots at the discretion of the Board to members of the Company at a price to be agreed upon by the Vendor

and the Board, or in default of agreement, at a price which the Auditor of the Company for the time being shall certify by writing under his hand, to be in his opinion, the fair selling value thereof as between a willing Vendor and a willing Purchaser.

(ii) Upon the price being fixed as aforesaid the Board shall forthwith give notice to all the Members of the Company of the number and price of the shares to be sold and invite each of them to state in writing within thirty days from the date of the said notice whether he is willing to purchase any and, if so, what maximum number of the said shares.

(iii) At the expiration of the said thirty days the Board shall allocate the said shares to or amongst the Member to purchase as aforesaid, and (if more than one) so far as may be prorated according to the number of shares so notified by him as aforesaid.

(iv) Upon such allocation being made the Vendor shall be bound on payment of the said price to transfer the shares to the Purchaser or Purchasers. If he makes default in so doing the Chairman for the time being of the Directors of the Board or failing him one of the Directors duly nominated by resolution of the Board for that purpose shall forthwith be deemed to be duly appointed attorney of the vendor with full power to execute, complete and deliver in the name and on behalf of the Vendor a transfer of the shares to the purchasing member and the Board may receive and give a good discharge for the purchase money on behalf of the Vendor and enter the name of the purchase in the register of members as holder by transfer of the share purchased by him.

(v) In the event of the whole or any lot of shares offered through the Board as provided by this Article not being sold in the manner by this Article provided, the Vendor may at any time within six calendar months after the expiration of the said period of thirty days after the date of the notice given by the Board of the members, transfer the shares not so sold to any person (subject to Articles 22) and at any price.

FORFEITURE OF SHARES

27. If a member fails to pay any call or instalment of call on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of such call or instalment remains unpaid serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.

28. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time appointed the shares in respect of which the call was made will be liable to the forfeiture.
29. If the requirements of any such notice as aforesaid are not complied with, and share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect.
30. A forfeited share may be sold or otherwise disposed on such terms and in such manner as the Directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit.
31. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding, remain liable to pay to the Company all moneys which, at the date of forfeiture, were presently payable by him to the Company in respect of the shares, but his liability shall cease if and when the company receive payment in full of the nominal amount of the shares.
32. A statutory declaration in writing that the declarant is a Director of the Company, and that a share in the Company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The company may receive the consideration, if any, given for the share on any sale or disposition thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the share.
33. The revisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the amount of the share, or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

CONVERSION OF SHARES INTO STOCK

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

ALTERATION OF CAPITAL

38. The Company may from time to time by special resolution increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.
39. All new shares shall, before issue, be offered to such persons as at the date of the offer are entitled to receive notices from the Company of General Meetings in proportion, as nearly as the circumstances admit, to the amount of the existing shares to which they are entitled. The offer shall be made by notice specifying the number of shares offered, and limiting a time, within which the offer, if not accepted, will be deemed to be declined, and after the expiration of that time, or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered the Directors may dispose of those shares in such manner as they think most beneficial to the Company.

the directors may likewise so dispose of any new shares held by persons entitled to an offer of new shares but cannot, in the opinion of the Directors, be conveniently offered under this Articles.

40. The Company may by Ordinary Resolution.
- (a) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares.
 - (b) Sub-divided its existing shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association subject, nevertheless, to the provisions of Sections 51(1) (d) of the Ordinance.
 - (c) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.
41. The Company may, by special resolution, reduce its share capital and any capital redemption reserve fund in any manner and with, and subject to, any incident authorized, and consent required, by law.

GENERAL MEETINGS

42. A General Meeting shall be held once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding General Meeting) and place as may be determined by the Directors. In default of a General Meeting so held a General Meeting may be convened by any one Member in the same manner as nearly as possible as that in which meetings are to be convened by the Directors.
43. All such General Meetings shall be called Annual General Meetings, and all other General Meetings shall be called Extraordinary General Meetings.
44. The Directors may, whenever they think fit, convene an Extraordinary General Meeting and Extraordinary General Meeting shall also be convened on such requisition or, default, may be convened by such requisitionist as provided by Section 114 of the Companies Ordinance. If at any time there are not within Tanzania sufficient Directors capable of acting to form a quorum, any Director or any one Member of the Company may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

NOTICE OF GENERAL MEETINGS

45. Subject to the provisions of Section 117(2) of the Ordinance relating to special resolution, seven days notice at the least (exclusive of the day on which the notice is given) specifying the place, the day and the hour of meeting and, in case of special business the general nature of that business shall be given in manner hereinafter mentioned, or in such other manner if any, as may be prescribed by the company in General Meeting, to such persons as are, under the regulations, of the Company entitled to receive such notices from the Company but with the consent of all the Members, entitled to receive notice of some particular meeting, that meeting may be convened by such shorter notice and in such manner as those members may think fit.
46. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any member shall not invalidate the proceeding at any meeting.
- PROCEEDINGS AT GENERAL MEETINGS
47. All business shall be deemed special that is transacted at an Extraordinary General Meeting and all that is transacted at an Annual General Meeting, with the exception of sanctioning a dividend, the consideration of the accounts, balance sheets and the ordinary report of the Directors and Auditors and the fixing of remuneration of the Auditors.
48. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business save as herein provided, two members present in person or by proxy shall be a quorum.
49. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of Members, shall be dissolved in any other case it shall be adjourned to the same day in next week, at the same time and place, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the member present shall be a quorum.
50. The Chairman, if any, of the Board of Directors shall preside as Chairman at every General Meeting of the Company.
51. If there is no such Chairman, or if at any meeting he/she is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as Chairman, the members present shall choose someone of their number to be Chairman.

52. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
53. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least one member present in person or by proxy and entitled to vote. Unless a poll is so demanded, a declaration by the Chairman that the resolution has, on show of hands, been carried or carried unanimously or by a particular majority, or lost, and an entry to that effect in the minute books shall be conclusive evidence of the fact.
54. If a poll is duly demanded it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
55. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
56. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the Chairman of the meeting directs.
57. An Ordinary Resolution of the Company determined on without any General Meeting and evidenced by writing under the hands of the Directors of a sole Director and of members of the Company holding in the aggregate three-fourths of the issue shares of the Company shall be as valid and effectual as an Ordinary Resolution duly passed at a General Meeting of the Company.
- VOTES OF MEMBERS
58. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every member present in person shall have one vote. On a poll every member shall have one vote for each share of which he is the holder.

59. In the case of joint holders the vote of the senior who tenders a vote whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the name stand in the register of members.
60. A member of unsound mind, or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his Committee or other legal guardian appointed by the Court, and any such Committee or other legal guardian may, on a poll vote by proxy.
61. No member shall be entitled to vote at any General Meeting unless all class or other sums presently payable by him in respect of shares in the Company have been paid.
62. On a poll votes may be given either personally or by proxy provided that no company shall vote by proxy as long as a resolution of its Directors in accordance with the provisions of Section 116 of the Ordinance is in force.
63. The instrument appointing proxy shall be in writing under the hand of the appointer or of his attorney duly authorized in writing, or if the appointer is a Corporation, either under Seal, or under the hand of an Officer, Attorney duly authorized. A proxy need not be a member of the Company.
64. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power of authority shall be deposited at the registered office of the company not less than seventy-two hours before the time for holding the meeting or adjourned meeting, at which the personal named in the instrument proposes to vote in default the instrument of proxy shall not be treated as valid.
65. An instrument appointing a proxy may be in the following form, or any other form which the Directors shall approve,

3M TANZANIA LIMITED

I,.....of.....
 being a member of 3M TANZANIA LIMITED do
 hereby appointof.....
 as my proxy, to
 vote for me and on my behalf at the (Annual or
 extraordinary as the case may be) General Meeting of the
 Company to be held onday of.....19..... and at
 any adjournment thereof.
 Signed this..... day of19.....

65. The instrument appointing a proxy shall be deemed to confer authority to demand or joint in demanding a poll.

CORPORATION'S ACTING BY REPRESENTATIVES AT MEETINGS

Every Corporation which is a member of the Company may by resolution of its Directors or other governing body authorize such person as it thinks fit to act as its representative at any meeting of the company or of any class of members of the company, and the person so authorized shall be entitled to exercise the same powers on behalf of the Corporation which he represents as that Corporation could exercise if it were an individual member of the company.

BOARD OF DIRECTORS

66. (1) The first Directors shall be not less than two in number and shall be appointed by the subscribers of the Memorandum of Association. Unless and until otherwise determined by the company by Ordinary Resolution the number of Directors (excluding Alternate Directors) shall not be less than two and not more than five.

(ii) The names of the first Directors of the Company shall be:

1. MR. JOHN CHARLES KESSY
2. MR. FRANK STEVEN MOSHA

(1) The remuneration of the Directors shall from time to time be determined by the Company in General Meeting.

(2) In addition to their usual remuneration the Directors shall also be paid such travelling, hotel and other expenses as may reasonably be incurred by them in the exercise of their duties, including any such expenses incurred in connection with their attendance at meetings of Directors.

71. Any Director may at any time appoint any person approved by the Directors to be an Alternate Director of the Company, and may at any time remove any Alternate Director so appointed by him from office and subject to such approval as aforesaid, appoint another person in his place. An Alternate Director shall (subject to his giving to the Company an address within Tanzania at which notices may be served on him/her) be entitled to receive notices of all meetings of the Directors, and to attend and vote as a Director at any meeting at which the Director appointing him is not personally present, and generally to perform all the functions of his appointor as a Director in the absence of such appointor. An Alternate Director shall ipso facto cease to be an Alternate Director.

if his appointer ceased for any reason to be a Director. All appointments and removals of Alternate Directors shall be effected by notice in writing under the hand the Directors making or revoking such appointment sent to or left at the registered office. An Alternate Director shall be an officer of the company and shall alone be responsible to the company for his/her own acts and defaults and he/she shall not be deemed to be the agent of or for the Director appointing him. The remuneration of any such Alternate Director shall be payable out of the remuneration payable to the Director appointing him, and shall consist of such part (if any) of the last mentioned remuneration as shall be agreed between the Alternate Director and the Director appointing him.

72. A Director and Alternate Director shall not require a share qualification but nevertheless shall be entitled to attend and speak at any General Meeting of the Company, and at any Separate Meeting of the holders of any class of shares in the company.

73. A resolution in writing signed by all the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted and may consist of several documents in the like form, each signed by one or more of the Directors but so that the expression "Director" in this Article shall not include an Alternate Director other than an Alternate Director appointed by a Director who at the date of the resolution is absent from Tanzania.

74. Provided a Director declares his interest therein in manner provided by the Ordinance he may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted in the quorum when any such contract or arrangements is under consideration.

BORROWING POWERS

75. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, properly uncalled capital, or any part thereof, and to issue debenture stock, and other securities whether outright or as security for any debt liability or obligation of the Company or of any third party.

POWERS AND DUTIES OF DIRECTORS

76. The business of the Company shall be managed by the Directors who may pay all expenses incurred in getting up and registering the Company, and may exercise all such powers

of the Company, as are not, by the Ordinance or by these Articles, required to be exercised by the Company in General Meeting. Subject, nevertheless, to any Ordinance and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.

77. The Directors may from time to time appoint one or more of their body to the office of Managing Directors or may appoint any person or body corporate to manage the Company for such term and at such remuneration (whether by way of salary or commission, or participant in profits, or on one way and partly in another) as they may think fit. In the case appointment shall be subject to determination ipso facto if the ceases from any cause to be a Director.

78. The Director shall cause Minutes to be made in books provided for the purpose.

(a) of all appointments of officers made by the Directors;

(b) of the names of the Directors present at each meeting of the Directors and of any Committee of the Directors;

(c) of all resolutions and proceedings at all meetings of the Company, and of the Directors, and of Committees of Directors; and

(d) every Director present at any meeting of Directors or Committee of directors shall sign his name in a book to be kept for that purpose.

THE SEAL

79. The Board shall provide for the safe custody of the seal. The Seal shall be used only by the authority of the Board and every instrument to which the Seal shall be affixed be signed by a Director and also by a Secretary or by a second Director and also by any other person so appointed by the Board for that purpose.

80. The office of Director shall be vacated, if the Director:

(a) without the consent of the Company in General Meeting holds any other office of profit under the Company except that of Managing Director or Manager; or

- (b) becomes bankrupt in this Territory or in any other territory which is declared to be reciprocating territory under Section 147 of the Bankruptcy Ordinance; or
- (c) becomes prohibited from being a Director by reason of any order made under Section 313 or 269 of the Ordinance;
- (d) is found lunatic or becomes of unsound mind; or
- (e) resigns his office by notice in writing to the Company or
- (f) is punished with imprisonment for a term exceeding six months without the option of a fine.

PROCEEDINGS OF DIRECTORS

- 81. The Directors may meet together for the despatch of business, adjourn, and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote. A Director shall, at any time summon a meeting of the Directors.
- 82. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall be two.
- 83. The continuing Directors may act notwithstanding any vacancy in their body but, if and so long as their number is reduced below the number fixed by or pursuant to the regulations of the Company as the necessary quorum of Directors, the continuing Directors may act for the purpose of summoning a General Meeting of the Company, but for no other purpose.
- 84. The Directors may elect a Chairman of their meetings and determine the period for which he is to hold office but if no such Chairman is elected, or if at any meeting the Chairman is not present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.
- 85. The Directors may delegate any of their powers to committees consisting of such Member or Members of their body as they think fit; an committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.

DIVIDENDS AND RESERVE

92. The Company in General Meeting may declare dividends, but no dividend shall exceed the amount recommended by the Directors.
93. The Directors may from time to time pay to the Members such interim dividends as appear to the Directors to be justified by the profits of the Company.
94. No dividend shall be paid otherwise than out of profits.
95. Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid on shares, but if and so long as nothing is paid up on any of the said shares in the Company dividends may be declared and paid according to the amounts of the shares. No amount paid on a share in advance of calls shall, while carrying interest, be treated for the purpose of this Article as paid on the share.
96. The Directors may, before recommending any dividends, set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall at the discretion of the Directors, be applicable for meeting contingencies or for equalizing dividends, or for any other purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or invested in such investments (other than shares in the Company) as the Directors may from time to time think fit.
97. If several persons are registered as joint holders of any share, any one of them may give effectual receipts for any dividend or other moneys payable on or in respect of the share.
98. Any dividend may be paid by cheque or warrant sent through the post to the registered address of the Member or person entitled thereto or in the case of joint holders to any one of such joint holders at his registered address or to such person and such address as the Member or person entitled or such person and such address as the member or person entitled or such joint holder as the case may be direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent or to the order of such other person as the member or person entitled or such joint holders as the case may be may direct.
99. No dividend shall bear interest against the Company.

A. C. C. O. U. N. T. S.

100. The Directors shall cause proper books of account to be kept with respect to:
- (a) All sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place.
 - (b) All sales and purchases of goods by the Company;
 - (c) The assets and liabilities of the Company.
101. The books of account shall be kept at the registered office of the Company, or at such other place or places as the Directors think fit, and shall always be open to the inspection of the Directors.
102. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of Members not being Directors, and no Member (not being a Director) shall have any right of inspecting any account book or document of the company except as conferred by statute or authorized by the Directors of by the Company in General Meeting.
103. The Directors shall from time to time in accordance with Section 123 of the Ordinance, cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets and reports as are referred to in that Section.
104. The profit and loss accounts shall show, arranged under the most convenient heads, the amount of gross income, distinguishing the several sources from which it has been derived, the amount of gross expenditure, distinguishing the expenses of the establishment, salaries and other like matters. Every time of expenditure fairly chargeable against the year's income shall be brought into laid before the meeting and, in cases where any item of expenditure which may in fairness be distributed over several years has been incurred in any one year, the whole amount of such item shall be stated, with the addition of the reasons why only a portion of such expenditure is charged against the income of the year.
105. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting together with a copy of the Auditor's Report shall not less than seven days before the

date of the meeting be sent to all persons entitled to receive notices of General Meetings of the Company.

AUDIT

105. Auditors shall be appointed and their duties regulated in accordance with Sections 132, 133 and 134 of the Ordinance.

NOTICES

107. A Notice may be given by the Company to any Member either personally or by sending it by post to him to his registered address, or (if he has no registered address within the Territory) to the address, if any, within the Territory supplied by him to the Company for the giving of notices 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 a letter containing the notice, and unless the contrary is proved to have been effected at the time at which the letter would be delivered in the ordinary course of post.

108. If a Member has no registered address within the Territory and has not supplied to the Company an address within the Territory for the giving of notices to him, a notice addressed to him and advertised in a newspaper circulating in the neighbourhood of the registered office of the Company shall be deemed to have been duly given to him at noon on the day on which the advertisement appears.

109. A notice may be given by the Company to the person entitled to a share in consequence of the death or bankruptcy of a Member by sending it through the post in prepaid letter addressed to them by name, or by the title of representatives of the deceased, or receiver of the bankrupt, or by any like description, at the address, if any within the Territory supplied for the purpose by the persons claiming to be so entitled, or (until such an address within/has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

110. Notice of every General Meeting shall be given in some manner hereinbefore authorized to (a) every Member except those Members who (having no registered address within the Territory) have not supplied to the Company an address within the Territory for the giving of notices to them, and also to

- (b) every person entitled to a share in consequence of the death or bankruptcy would be entitled to receive notice of the meeting. No other person shall be entitled to receive notices of General meetings.

CAPITALIZATION OF PROFITS

The Company in General Meeting may upon the unanimous recommendation of the Directors resolve that it is desirable to capitalize 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 or loss account or otherwise available for distribution amongst the member 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 the applied either in shares by such members respectively, or paying up in full unissued shares or debentures of the Company to be allotted and distributed credited as full paid up to and amongst such members in the proportion aforesaid, or partly in the one way or partly in the other, and the Directors shall give effect to such resolution.

112. 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 capitalized thereby, and allotments and issued of fully paid shares or debentures, if any, and general shall do all acts and things required to give effect thereto, with full powers to the Directors to make such provisions by the issue of fractional certificates or by payment in cash or debentures becoming distributable in fractions and also to authorize any persons to enter on behalf of all the Members entitled thereto into an agreement with the company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalization, 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 capitalized, of the amounts or any part 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.

WINDING UP

113. If the Company shall be wound up, the Liquidator may, with the sanction of an Extraordinary Resolution of the Company and any other sanction required by the Companies Ordinance, if any, and having due regard to the respective rights of the holders of different classes of shares to which special rights are

attached, divide amongst the Members in specified sums or kind the whole or any part of the assets of the Company and may for such purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members of different classes of members. The liquidator may with like sanction vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributors as the liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any shares or other securities whereon there is any liability.

INDEMNITY

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

NAMES, POSTAL ADDRESS AND DESCRIPTION OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURE OF SUBSCRIBER
1. MR. JOHN CHARLES KESSY, P.O. Box 70339, DAR ES SALAAM.	750	
2. MR. FRATE STEVEN MOSHA, P.O. Box 70339, DAR ES SALAAM.	250	

DATED AT DAR ES SALAAM THIS 6th DAY OF July 1984

WITNESS TO THE ABOVE SIGNATURE

SIGNATURE

NAME

QUALIFICATION

POSTAL ADDRESS



SIGNATURE [Signature]
 NAME K. N. Myer
 QUALIFICATION Advocate
 POSTAL ADDRESS Box 2669 DSM.

MINISTER OF STAMPS AND TAXES

Stamp forwarded to the Comptroller's Office by

3 FRATE STEVEN MOSHIA

Reconsideration of the sum of **SHELLINGS TEN THOUSAND (S/10,000)**
THABEUS CHARLES KESSY

Stamp Duty
Receipt No **CS 0866048** coll.
Dated **20/1/20**
Revenue Officer **OLLEY**

hereinafter called the said Transferee

do hereby bargain sell, assign, and transfer to the said Transferee

1 SHARE

To hold **3 M TANZANIA LIMITED** of and in the undertaking called the
unto the said Transferee **Executors, Administrators, and Assigns, subject to**
to the several conditions on which **do hereby agree to accept and take the said**
the said Transferee **do hereby agree to accept and take the said**
subject to the conditions aforesaid

As witness our hands and Sales this **18th** day of **August**

In the year of our Lord One-Thousand-Nine-Hundred-and-Two **Thousand and Three**

Signed, sealed and delivered, by the above-named

FRATE STEVEN MOSHIA in the Presence of

Witness's
Signature **[Signature]**

Address **Box 2220 Dar es Salaam**

Occupation **Merchant**

Signed, sealed and delivered, by the above-named

THABEUS CHARLES KESSY in the Presence of

Witness's
Signature **[Signature]**

Address **[Address]**

Occupation **[Occupation]**

Signed, sealed and delivered, by the above-named

in the Presence of

Witness's
Signature **[Signature]**

Address **[Address]**

Occupation **[Occupation]**

Signed, sealed and delivered, by the above-named

in the Presence of

Witness's
Signature **[Signature]**

Address **[Address]**

Occupation **[Occupation]**

NOTE—The Consideration money set forth in a Transfer may differ from that which the first Seller will receive, owing to sub-sales by the original Buyer, the Stamp Act requires that in such case the Consideration money paid by the Sub-purchaser shall be the one inserted in the Deed, as regulating the *ad valorem* Duty; the following in the *Clause* in question:—

“Where a person having contracted for the purchase of any Property, but not having obtained a Conveyance thereof, contracts to sell the same to any other Person and the Property is, in consequence, conveyed immediately to the Sub-purchaser, the conveyance is to be charged with *ad valorem* Duty in respect of the Consideration moving from the Sub-purchaser” —(54 & 5 Vict., cap. 39 (1891), Section 56, Sub-section 4).

When a Transfer is executed out of Great Britain, it is recommended that the Signatures be attested by H. M. Consul or Vice-Consul, Clergyman, Magistrate, Notary Public, or by some person holding a public position; as most Companies refuse to recognise Signatures not so attested.

When a Witness is a Female she must state whether she is a Spinster, Wife, Widow and if Wife she must give her Husband's Name, Address and Quality, Profession or Occupation. The Date must be inserted in words and not in figures. * A WIFE SHOULD NOT WITNESS HER HUSBAND'S SIGNATURE. NOR SHOULD HE WITNESS HER'S.

