

THE COMPANIES ORDINANCE CAP 212

COMPANY LIMITED BY SHARES

Memorandum

AND

Articles of Association

OF

PEE, PEE (TANZANIA) LIMITED

Incorporated the 26th

day of January 1994

No. of Company

TAHIR ALI & COMPANY
ADVOCATES
P. O. BOX 34
TANGA
TANZANIA

TANZANIA
Stamp Duty Shs. 5/-
No. 123/123
Stamp Duty Shs. 5/-

TANZANIA
Stamp Duty Shs. 5/-
No. 123/123
Stamp Duty Shs. 5/-

THE COMPANIES ORDINANCE (CAP. 212)
COMPANY LIMITED BY SHARES

PEE PEE (TANZANIA) LIMITED
MEMORANDUM OF ASSOCIATION

The name of the Company is PEE PEE (TANZANIA) LIMITED.
The registered office of the Company will be situated in Tanzania.

3. The objects for which the Company is established are:-
- (a) To carry on business of manufacturers of and dealers of polypropylene woven bags and fabrics and to carry on the business of spinning or manufacturing and dealing in cotton, or other fibrous substances, and the preparation, dying, or colouring of any of the said substances and artificial silk rayon nylon or any similar substances, and the sale of yarn or other manufactured products made from the said substances or other similar materials.
 - (b) To carry on the business of manufacturers of and dealers in packaging materials by patent or other process and all or any of the articles and things from time to time usually made or sold as associate with or auxiliary to the main business of such manufacture of and dealers in Polypropylene woven bags and fabrics and packing materials.
 - (c) To purchase lease or otherwise acquire mills houses, offices, workshops buildings and premises and any fixed and movable machinery and patent rights convenient to be used in or about the trade or business of manufacturers of Polypropylene woven bags and manufacture and preparation of any other materials which may be usefully or conveniently combined with the aforesaid business of the Company.
 - (d) To carry on business as importers, exporters, general merchants, commissioner agents del creders agents, factors brokers and indentors of goods required for aforesaid purposes and to grant and enter into all manner of bonds obligations guarantees and indemnities for or in connection with any of the business of the Company and to transact every kind of agency business and generally to engage in any business or transaction which may seem to the Company directly or indirectly conducive to the interest or convenience of the Company's members or any section thereof.

- (e) To adopt such means making known the products of the Company as may seem expedient and in particular by advertising in the press, on radio or television, on film, and by circulars, by purchase and exhibition of works of art or interest, by publication of books and periodicals, and by granting prizes, rewards and donations.
- (f) To purchase or otherwise acquire all or any part of the business and property and assets or liabilities of any persons, firm, society, association or group of persons carrying on or (in the case of a company) formed to carry on all or any part of such business as is within the objects of this company and in consideration thereof to pay cash or to issue any shares, stock or obligations of this company, and in connection with any such transaction to undertake any liabilities relating to the business or property so acquired.
- (g) To amalgamate or enter into partnership or any arrangement whether perpetual or terminable, for sharing profits, union of interest, joint venture, reciprocal concession or co-operation with any person, firm, society, association or group of persons carrying on or engaged in or about to carry on or (in the case of a company) formed to carry on or engaged in any business or transaction within the objects of this company or any business transaction or course of action which may seem to the company capable of being conducted so as directly or indirectly to benefit the company or to prevent or minimise apprehended loss, damage or cost to the company or to such person, firm, society, association or group of persons, and to purchase subscribe for or otherwise acquire and hold shares, (fully or partly paid up) or stock in or securities of, or to lend money, to guarantee the contracts of, subsidise or otherwise assist any such person, firm, society, association or group of persons, and to sell hold, re-issue with or without guarantee or otherwise deal with such shares, stock or securities.
- (h) To establish, promote and otherwise assist any company or companies for the purpose of acquiring all or any part of the property or furthering any of the objects of this company.
- (i) To lend and advance money or give credit to the directors or employees of the company or to other people, on such terms as may be deemed expedient and in particular to customers and others having dealings with the company and to

the performance of any contract or obligation and the payment of any money by any such persons or companies and generally to give guarantees and indemnity.

- (j) To receive money on deposit or loan and borrow or raise money in such manner as the company shall think fit, and in particular by the issue of debentures, or debenture stock and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the company (both present and future), including its uncalled capital and also by a similar mortgage, charge or lien to secure and guarantee the performance by the company or any other person or company of any obligation undertaken by the company or any other person or company as the case may be.
- (k) To sell, lease, mortgage or otherwise dispose of the property assets and/or undertaking of the company or any part thereof for such consideration as the company may think fit, and in particular for shares, stock debentures, or other securities of any other company whether or not having objects altogether or in part similar to those of this company.
- (l) To draw, make, accept, indorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (m) To establish agencies and local boards in Tanzania and elsewhere, and to regulate and discontinue the same.
- (n) To acquire from any sovereign estate or authority supreme local or otherwise any concession, grants, decrees, rights or privileges whatsoever which may seem to the company capable of being turned to account and to work, develop, carry out, exercise and turn to account the same.
- (o) To procure the company to be registered or recognised in any foreign country or place.
- (p) To capitalise if and when deemed advisable the whole or part of the undivided profits of the company and/or its reserves and to distribute such sum either as bonuses or in any other manner and either by way of shares credited as fully paid up or in such other manner as may seem expedient and whether amongst holders of shares in the company or others.



- ~~(q) To distribute any of the property of the company among the members in species, and either by way of dividends or upon any return of capital.~~
- (r) To provide for the welfare of persons in the employment of the company, or formerly in the employment of the company or its predecessors in business and the wives, widows and families of such persons by grants of money, pension or other payments.
- (s) To form, subscribe to and otherwise aid benevolent, religious scientific, charitable or other institutions or objects of a public character or which have any moral or other claims to support or aid by the company by reason of the nature or locality of its operations or otherwise.
- (t) To invest the moneys of the company in such manner, other than in the shares, of this company, as may from time to time be determined.
- (u) To act as agents or brokers and as trustees of any person, firm or group of persons in respect of any business or matter of any nature whatsoever notwithstanding that the company may not be empowered to act as principal in connection therewith.
- (v) To purchase, take on lease or otherwise acquire land or any interest therein, and to hold, build upon, work, exercise, develop, finance and turn to account agricultural estates, building plots and lands or hereditaments of any nature and of any tenure in Tanzania or of elsewhere, and to sell, let on lease or otherwise dispose of and grant rights thereover.
- (w) To apply for, purchase, or otherwise acquire any patents, brevents d' invention, licences, trademarks, copy-rights, concessions and the like conferring any exclusive or non-exclusive or a limited right, to use any secret or other information as to any invention which may seem capable of being used for any of the purposes of the company or the acquisition of which may seem calculated directly or indirectly to benefit the company, and to use, exercise, develop, grant licences in respect of, or otherwise turn to account the property, rights and information so acquired.
- (x) To carry on, develop, extend and turn to account any trade, business or operation whatsoever which can, in the opinion of the company be advantageously or conveniently carried on by the company by way of extention of or in connection

with all or any of the trade, business and operations which ~~the company is authorized to carry on~~, or in calculated directly or indirectly to develop any branch of the company's business or to increase the value of or turn to account any of the company's assets, property and rights.

- (y) To pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the company, which the company shall consider to be in the nature of preliminary expenses including therein the cost of advertising, commissions for underwriting, brokerage, printing and stationery.
- (z) To pay for any rights or property acquired by the company, and to remunerate any person or company whether by cash payment or by the allotment of shares, debentures, or other securities of the company credited as paid up in full or in part or otherwise.
- (aa) To promote any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of this company.
- (bb) To sell and dispose of the undertaking of the company or any part thereof for such consideration as the company may think fit, and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of the company.
- (cc) To grant and enter into all manner of bonds, obligations, guarantees and indemnities for or in connection with any of the business aforesaid.
- (dd) To buy, sell, import, export and otherwise deal in all manner of goods, commodities and merchandise, and to carry on and execute all kinds of financial, commercial, industrial and trading operations in any part of the world.
- (ee) To acquire by subscription, purchase or otherwise, and to accept and take, hold and sell, shares or stock in any company, society or undertaking, the objects of which shall either in whole or in part, be similar to those of this company, or such as may be likely to promote or advance the interest of this company.
- (ff) To act as managing agents and trustees for any person, firm or company, and to undertake and perform sub-contracts and also to act in any of the business of the company through or by, means of agents, brokers, sub-contractors or others

- 4. The liability of the members is limited.
- 5. The Capital of the Company is Shs 1,000,000/= divided into 1,000 shares of Shs 1,000/= each with power for the company to increase or reduce such capital and to issue any part of the capital original or increased with or without any preference priority or special privilege or subject to any postponement of rights or to any condition or restrictions and so that unless the conditions of issue shall otherwise expressly declare every issue of shares whether declared to be preference or otherwise shall be subject to the power hereinbefore contained.

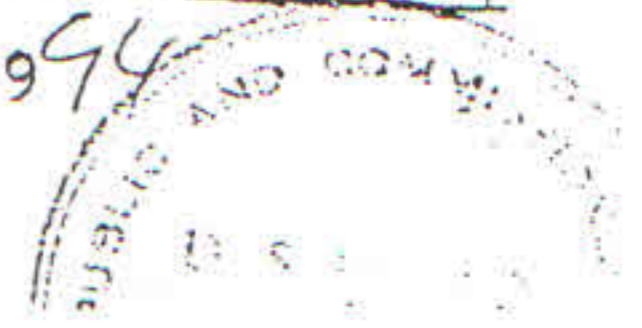
We, the several persons whose names, addresses and description are subscribed are desirous of being formed into a company in pursuance of the Memorandum of Association and we respectively agree to take the number of shares in the capital of the company set out opposite our respective names.

Names, addresses and Description of Subscribers	Number of Shares.	Signature
MOHAMED HUSEIN JAFFER P.O. BOX 34, TANGA - BUSINESSMAN	1	✓ 
JONATHAN AUBREY LANE, P.O. BOX 34, TANGA - MANAGEMENT CONSULTANT	1	✓ 

DATED at TANGA this 4th day of January 1994

WITNESS to the above signature:

Signature: 



- (cc) To do all or any of the matters hereby authorised in any part of the world either alone or in conjunction with or by or through factors, trustees or agents.
- (hh) To enter into any arrangements with any government or authorities, supreme, municipal local or any person or company that may seem conducive to the objects of the company or any of them, and to obtain from any such government, authority, person or company any rights, privileges, charters, contracts, licences and concession which the company may think fit and desirable to obtain and to carry out, exercise and comply therewith.
- (ii) To establish and support or aid in the establishment and support of association, funds, trusts and conveniences, calculated to benefit employees or ex-employees of the company or the dependants or connections of such persons and to grant pensions and allowances, and to make payments, towards insurance and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition, or for any public general or useful object.
- (jj) To accumulate profits and capital arising from any of the activities of the company, and to invest the moneys of the company in or upon such securities and purchases of land (improved or otherwise) and to realise, vary, reinvest or otherwise deal with such moneys as from time to time be determined.
- (kk) To carry on business as financiers, concessionaries, insurance brokers, brokers, auctioneers, land agents and to undertake and carry on and execute all kinds of financial, commercial, trading and other operations.
- (ll) To conduct and carry out, or cause or procure to be conducted and carried out, any kind of research work calculated to advance any business or activity which the company is authorised to carry on, or in any way related to or connected with any such business or activity.
- (mm) Generally to do all such other things as may appear to be incidental or conducive to the attainment of the above. And it is hereby declares:
the objects specified in each of the paragraphs of this clause shall be regarded as independent objects, and accordingly shall in no wise be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph but may be carried out in as full and ample a manner and construed in as wide a sense as is possible.

TANZANIA
Stamp Duty Slit
FIXED ON ORIGINAL
Stamp Duty Officer
Receipt No. 23/260177 of 5/1/74

THE COMPANIES ORDINANCE
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
PEE PEE (TANZANIA) LIMITED

TANZANIA
Stamp Duty Slit
Receipt No. 23/260177 of 5/1/74
Asst. Registrar of Companies

1. The Company is registered as a private company and accordingly:
 - (a) The right to transfer shares is restricted in manner hereinafter provided;
 - (b) The number of the 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 were while in such employment and have continued after the determination of such employment to be members of the company) is limited to fifty.

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

- (c) Any invitation to the public to subscribe for any shares or debenture of the company is prohibited.

2. The provisions of Table "A" shall not apply to this company.
3. In these regulations and in any articles adopting the same, "Ordinance" means the Companies Ordinance

When any provisions of the Ordinance is referred to, the reference is to that provision as modified by any law for the time in force.

Unless the context otherwise requires, expressions defined in the Ordinance or any statutory modification thereof in force at the date at which these regulations become binding on the company, shall have the meanings so defined.

S H A R E S

4. 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

5. If at any time the share capital is divided into different classes of shares the rights attached to the class (unless otherwise provided by the terms of issue of the shares of that class) may be varied with the consent in writing of the holders of three fourths of the issued shares of that class or with the sanction of any extraordinary resolution passed at a separate general meeting of the holders of the shares of that class. To every such separate general meeting the provisions of these regulations relating to general meetings shall mutatis mutandis 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 or shares of the class present in person or by proxy may demand a poll.
6. Every person whose name is entered as a member in the register of member shall without payment be entitled to a certificate under the seal of the Company specifying the share or shares held by him and the amount paid up thereon provided that in respect of a share or shares held jointly by several persons the Company shall not be bound to issue more than one certificate and delivery of a certificate for a share to one or several joint holders shall be sufficient delivery to all.
7. If a share certificate is defaced or destroyed it may be renewed on payment of such, fee, if any not exceeding two shillings and on such terms, if any, as to evidence and indemnity as the directors think fit.
8. No part of the funds of the Company shall directly or indirectly be employed in the purchase of or in loans upon the security of the Company shares but nothing in this regulation shall prohibit transactions mentioned in the proviso to Section 46(1) of the Ordinance.

L I E N

9. The Company shall have a lien on every share (not being a full paid 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 (other than fully paid shares) standing registered in the name of single person for all moneys presently payable by him or his estate to the Company but directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The Company's lien, if any on a share shall extend to all dividends payable thereon.

10. 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 exist 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 his death or bankruptcy.
 11. For giving effect to any such sale the directors may authorise 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,
 12. 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.
- CALL ON SHARES
13. The directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares and each member shall (subject to receiving at least fourteen days' notice specifying the time or times of payment) pay to the Company at the time or times so specified that amount called on his shares.
 14. The joint holders of a share shall be jointly and severally liable to pay all call in respect thereof.
 15. If the sum called in respect of a share is not paid before or on the days appointed for payment thereof the person from whom the sum is due shall pay interest upon the sum at the rate of six per centum per annum from the day appointed for payment thereof to the time of the actual payment but the director shall be at liberty to waive payment of that interest wholly or in part.

- 16. The provisions of these regulations as to the liability of joint holders and as to payment of interest shall apply in the case of non payment 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 shares, or by way of premium, as if the same had become payable by virtue of a call duly made and notified.
- 17. The directors may make arrangements on the issue of shares for a difference between the holders in the amount of calls to be paid and in the times of payment.
- 18. The directors may if they think fit receive from any member willing to advance the same all or any part of the moneys uncalled and unpaid upon any shares held by him and upon all or any of the moneys so advanced may (until the same would but for such advance become recently payable) pay interest at such rate (not exceeding without the sanction of the Company in general meeting six percent) as may be agreed upon between the member paying the sum in advance and the Directors.

TRANSFER AND TRANSMISSION OF SHARES

- 19. Subject to the provisions hereinafter contained shares in the Company shall be transferred by written instrument signed by both the transferer and the transferee and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the registers of members in respect thereof.
- 20. 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 the sum of Shs _____ paid to me by _____ of _____ (hereinafter called "Transferee") do hereby transfer to the said transferee the share (or shares) numbered in 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.
 Witness to the signatures of etc"
- 21. The directors may 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 of which it relates and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer, If the directors refuse to register 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.

22. 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 a legal personal representatives of the deceased survivors shall be the only persons recognised by the Company as having any title to the share.
23. 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 or to be registered as a member in respect of the shares 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 as subject as aforesaid have the same right to decline or suspend registration as they would have had in the case of a transfer for share by the deceased or bankrupt person before the death or bankruptcy.
24. 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 any right conferred by membership in relation to meetings of the Company.
25. Except as hereinafter provided no shares in the Company shall be transferred unless and until the right of preemption hereinafter conferred shall have been exhausted.

26. Every member or other person referred to in articles 23 and 24 hereof who intends to transfer shares (hereinafter called the vendor) shall give intension. That notice shall constitute the Board his agent for the sale of the said shares in one or more lots at the discretion of the Board to the members of the Company at a price to the agreed upon by the Vendor and the Board or in default of agreement at a price which the auditor of the company for 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.
27. Upon the price being fixed as aforesaid the Board shall forthwith give notice to all the members of the Company (other than the holders of employees' shares) of the number and price of the shares to be sold and invites each of them to state in writing within thirty five (35) 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.
28. At the expiration of the said thirty five (35) days the Board shall allocate the said shares to or among the member or members who shall have expressed his or their willingness to purchase as aforesaid and (if more than one) so far as may be pro-rate according to the number of shares already held by them respectively provided that no member shall be obliged to take more than the said maximum number allocating 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 Board of directors of the Company or failing him one of the directors duly nominated by resolution of the Board for that purpose shall forthwith be deemed to execute complete and deliver in the name and on behalf of the vendors transfer of the shares to the purchasing member and the Board may receive and give a good discharge for the purchase money on behalf of the vendor and enter the name of the purchaser in the register of members as holder by transfer of the shares purchased by him.
29. In the event of the whole of the said shares not being sold under article 26 the vendor may at any time within six calendar months after the expiration of the said thirty five days transfer the shares not sold to any person subject to articles 21 and at any price.

30. Any shares may be transferred by a member to any child or other issue, son-in-law, daughter-in-law father, mother brother, sister, nephew, niece, wife, or husband of such member and any share of a deceased member may be transferred by his executors or administrators to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, widow or widower of such deceased member (to whom such deceased member may have specifically bequeathed the same) and shares standing in the name of a deceased member or his legal personal representative may be transferred to the trustees of his will and shares standing in the name of the trustees of the Will of any deceased member may be transferred upon any change of trustees for the time being of such Will and the restriction in Clause 21, 26, 27 and 28 hereof shall not apply to any transfer authorised by this clauses.

FORFEITURE OF SHARES

31. If a member fails to pay any call or instalment of a call on the day appointed for payment thereof, the directors may, at any time thereafter during such time as any part of such call or instalment remain unpaid, serve a notice on him requiring payment of so much of the call or instalments as is unpaid together with any interest which may have accrued.
32. 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 made will be liable to be forfeited.
33. If the requirements of any such notice as aforesaid are not complied with any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the directors to that affect.
34. A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the directors think fit and at any time before a sale or a disposition the forfeiture may be cancelled on such terms as the directors think fit.
35. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall not withstanding, 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 to him shall cease if and when the company receive payment in full of the the nominal amount of the shares.

36. 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 and he shall thereupon be registered as the holder of the purchase money, if any, nor shall his title to the share be effected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
37. The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any such which, by terms of issue of a share, becomes payable at a fixed time, whether on account of the amount of shares, or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

ALTERATION OF CAPITAL

38. The Company may from time to time by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.
39. Subject to any direction to the contrary that may be given by the company in general meeting all new share of whatever kind shall be offered to the members in proportion to the nominal value of the existing shares held by them, and such offer shall be made by notice specifying the number of shares to which the member is entitled and limiting a time within which the offer if not accepted will be deemed to be declined, and after the expiration of such time or on the receipt of an intimation from the member to whom such notice is given that he declines to accept the share so offered, the directors may dispose of the same in such manner as they think more beneficial to the Company.

If owing to any inequality in the number of new shares to be issued and the number of shares held by members entitled to have the offer of such new shares, any difficulty shall arise in the apportionment of any such new shares, amongst the members, such difficulty shall in the absence of direction by the Company determined by the directors.

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

GENERAL MEETING.

43. 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 prescribed by the company in general meeting, or, in default at such time in the third months following that in which the anniversary of the company's incorporation occurs, and at such place, as the directors shall appoint. In default of a general meeting being so held, a general meeting shall be held in the month next following, and may be convened by any two members in the same manner as nearly as possible as that in which meetings are to be convened by the directors.
44. The above mentioned general meetings shall be called ordinary general meetings all other meetings shall be called extra-ordinary general meeting.
45. The directors may, whenever they think fit, convene an extra-ordinary general meeting, and extra-ordinary general meeting shall also be convened on such requisition or, in default, may be convened by such requisitions, as provided by section 114 of the ordinance. If at any time there are not within Tanzania sufficient directors capable of acting to form a quorum any director or any two members of the company may convene an extra-ordinary general meeting in the same manner as nearly as possible as that

NOTICE OF GENERAL MEETINGS

- 46.(a) Subject to the provisions of section 117 (2) of the Ordinance relating to special resolution fourteen (14) days' notice of the lease (exclusive of the days on which the notice is served or deemed to be served but inclusive of the day for which notice is given) specifying the place, the day the hour of meeting and in case of special business the general nature of the business, shall be given in a manner hereinafter mentioned or in such other manner, if any as may be prescribed by the company in general meeting, to such persons as are, under the regulations of the company entitled to receive such notice from the company but with the consent of all the members entitled to receive notice of some particulars meeting, that meeting may be such shorter notice and in such manner as those members may think fit.
- (b) If a member has no registered address in the United Republic of Tanzania and has not supplied to the company an address within the United Republic of Tanzania for the giving of notice to him and a notice address to him and displayed in the registered office of the company shall be deemed to be duly given, to him on the day on which it is so displayed.
47. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any member shall not invalidate the proceedings at any meetings.

PROCEEDINGS AT GENERAL MEETING

48. All business shall be deemed special that is transacted at a meeting with the exception of sanctioning a dividend, the consideration of the accounts, balance sheets and the ordinary report of the directors and auditors, the election of directors and other officer in the place of these retiring by rotation, and the fixing of the remuneration of the auditors.
49. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business save as herein otherwise provided three members personally present shall be a quorum.
50. 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 day in the 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 members present shall be

51. The Chairman, if any of the board of directors shall preside as chairman at every general meeting of the Company.
52. If there is no such chairman or if at any meeting he is not present within fifteen minutes after the time appointed the holding the meeting if is unwilling to act as chairman the the members present shall choose some one of their number to be Chairman.
53. 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 meetings.
54. 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 two members present in person or by proxy entitled to vote, and, unless a poll is so demanded a declaration by the chairman that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or lost and an entry to that effect in the book of the proceedings of the company shall be conclusive evidence of the fact, without proof of, or against that resolution.
55. If a poll is duly demanded it shall be taken in such manner as the chairman direct and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
56. In the case of any equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands taken or at which the poll is demanded shall be entitled to a second or casting vote.
57. 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.
58. An ordinary resolution of the company determined on without any general meeting and evidenced by writing under the hands of all the directors (or sole director) and of members of the company holding three-fourths of the issued shares of the

~~company shall be as valid and effectual as an ordinary resolution~~
duly passed at general meeting of the company.

59. On a show of hands every members 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.

60. 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 execution of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the register of members.

61. 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 hand or on a poll by his committee or other legal guardian appointed by that court, and any such committee or other legal guardian may, on a poll vote by proxy.

62. No members shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the company have been paid.

63. On a poll votes may be given either personally or by proxy.
64. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing. A proxy need not be a member of the company.

65. The instrument 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 or authority shall be deposited at the registered office of the company not less than seventy-two hours before the time for holding the meeting or adjourned meeting, at which the person named in the instrument proposed to vote and in default the instrument of proxy shall not be treated as valid.

66. An instrument appointing a proxy may be in the following form, or any other form which the directors shall approve:-

NAME OF THE COMPANY

I, _____ of _____ in the District of _____ being a member of (name of the Company) hereby appoint _____ of _____ as my proxy to vote for me and on my behalf at the (ordinary or extra-ordinary) general meeting of the company to be held on the day of _____ 199 or any adjournment thereof.

Signed this _____ day of _____ 199.

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

CORPORATION ACTING BY REPRESENTATIVES AT MEETINGS

68. Any corporation which is a member of the company may by resolution of its directors or other governing body authorise

such person as it thinks fit to act as its representative at any meeting of the company or of any class of members of the company, and the person so authorised 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.

DIRECTORS

69. The number of the directors and the names of the first directors shall be determined in writing by a majority of the subscribers of the memorandum of association.

70. The remuneration of the directors shall from time to time be determined by the company in general meeting:

71. A Director shall not require to hold any shares in the Company.

POWER AND DUTIES OF DIRECTORS

72. 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 regulation of these articles, to the provisions of the 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 not invalidate any prior act of the directors which would have been valid if that regulation had not been made.

73. The directors may from time to time appoint one or more of their body to the office of managing director or manager for such term and at such remuneration (whether by way of salary or commission, or participation in profits or partly in one way and partly in another) as they may think fit, and a director so appointed shall not, while holding that office be subject to retirement by rotation, or taken into account in determining shall be subject to determination if so fact if he ceases from any cause to be a director, or if the company in general meeting resolve that his tenure of the office of managing director or manager be determined.

74. Until the company in general shall otherwise resolve, the directors, may issue debenture, bonds or obligations of the company at any time and in any form or manner and for any amount, and may raise or borrow any sums of money, either upon mortgage or charge on any of the property of the company, including uncalled capital or on bonds of debenture or otherwise as they may think fit, and they may or permit any such mortgages

- ~~or obligations to be redeemed or transferred as they may.~~
75. The directors shall cause minutes to be made in books provided for the purposes:-
- (a) of all appointments of officers made by the directors
 - (b) of all the names of the directors present at each meeting of the directors;
 - (c) of all resolutions and proceedings at all meetings of the company and of the directors, and every director present at the meeting of directors shall sign his name in a book to be kept for that purpose,
76. The directors on behalf of the company may pay a gratuity or pension or allowance or retirement to any director who has held any other salaries office or place of profit with the company or to his widow or dependants and may make contributions to any fund and pay premiums for the purpose or purpose or provision of any such gratuity, pension or allowance.

ALTERNATIVE DIRECTORS

77. Each director shall have power to nominate any person, approved for that purpose by majority of the other directors, to act or attend as alternate director in his place during his absence from Tanzania or inability to act as such director and at his discretion to remove such alternate director by notice in writing to the company, and on such appointment being made, the alternate director shall (except as regards share qualifications and remuneration) be subject in all respects to the terms and conditions existing with reference to the other director, while acting in the place of an absent director, shall enjoy all the rights of and exercise and discharge all duties of the director he represents.

Any instrument appointing an alternate director shall be delivered to and retained by the company and shall, as nearly as circumstances will admit, be in the form or to the effect following:

NAME OF THE COMPANY

I, _____ a director of (name of the Company) in pursuance of the power in that behalf contained in the articles of association of the Company hereby nominate _____ of _____ to act as alternate director in my place and to exercise and discharge all my duties as a director of the Company during my absence from Tanzania (or my inability to act or attend as a director as the case may be) As witness my hand this _____ day of _____ 199.....

If the director making any such appointment as aforesaid shall cease to be a director otherwise than by resigning at and being re-elected at one and the same meeting, the person appointed by him shall thereupon cease to have any power or authority to act as an alternate director.

SEAL

The seal of the company shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors and in the presence of a director may appoint for purposes and that directors and the secretary or other person as aforesaid shall sign every instrument to which the seal of the company is so affixed in their presence.

DISQUALIFICATION OF DIRECTORS

79. The office of directors shall be vacated, if the directors
- (a) ceases to hold one share or otherwise ceases to be a director by virtue of section 142 of the Ordinance or
 - (b) becomes bankrupt in Tanzania or in any other territory which is declared to be reciprocating territory under section 147 of the Bankruptcy Ordinance or
 - (c) resigns his office by notice in writing to the company or
 - (d) is punished with imprisonment for a term exceeding six months without the option of a fine.

Any directors and any company or firm of which a director is member may enter into contracts with the company and any company or firm of which a director is member may enter into contracts with the company and any director or shareholders in respect of any such contract and retain for his own use profits made by him under any such contract and PROVIDED ALWAYS that unless he be at the time sole director he must disclose his interest to his co-directors before the contract is entered in by the directors and is he been at the time sole director, or his all the directors be interested in the contracts the contracts must be entered into the company in the general meeting and before the contract is entered into the director or directors must disclose his or their interests to the meeting.

ROTATION OF DIRECTORS

80. At the first ordinary general meeting of the company the whole of the directors shall retire from office and at the ordinary general meeting in every subsequent year one-third of the directors for the time being or if their number is not three or a multiple of three, then the number nearest one-third shall retire from office.
81. The directors to retire in every year shall be those who have been longest in office since their last election but as between persons who become directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.
82. A retiring director shall be eligible for re-election.

83. The company at the general meeting at which a director retires in manner aforesaid may fill up the vacated office by electing a person thereto and in default the retiring director shall be deemed to have re-elected unless at such meeting it is resolved not to fill up such vacated office.
84. The company may from time to time in general meeting increase or reduce the number of directors, and may also determine in what rotation the increased or reduced number is to go out of office.
85. Any casual vacancy occurring in the board of directors may be filled up by the directors, but the person so chosen shall be subject to retirement at the same time as if he had become director on the day on which the director in whose place he is appointed was last elected a director.
86. The directors shall have power at any time, and from time to time, to appoint a person as an additional director who shall retire from office at the next following ordinary general meeting but shall be eligible for election by the company at that meeting as an additional director.
87. The company may by extra-ordinary resolution remove any director before the expiration of his period of office, and may by an ordinary resolution appoint another person in his stead. The person so appointed shall be subject to retirement at the same time as if he had become director on the day on which the director in whose place he is appointed was last elected a director.

PROCEEDINGS OF DIRECTORS

88. The directors may meet together for the dispatch of business adjourn, and otherwise regulate their meetings, as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of a equality of votes the chairman shall have a second or casting vote. A director may and the secretary on the requisition of a director shall at any time summon a meeting of the directors.

89. The quorum necessary for the transaction of the business of the directors may be fixed by the directors, and unless so fixed shall when the number of directors exceeds four be four and when the number of directors does not exceed four, be two.
90. 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 increasing the number of directors to that number, or of summoning a general meeting of the company but for no other purposes.
91. 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.
92. The directors may delegate any of their powers to committees consisting of such members or member of their body as they think fit; any 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.
93. A committee may elect a chairman of its meetings; if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be chairman of the meeting.
94. A committee may meet and adjourn as they think proper. Question arising at any meeting shall be determined a majority of votes of the members present, and in case of an equality of votes the chairman shall have a second or casting vote.
95. All acts done by any meeting of the directors 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 such director or person acting as aforesaid or that they or any of them were disqualified, be as valid as if every such person has been duly appointed and was qualified to be a director.
96. A resolution on without any meeting of directors and evidenced by writing under the hands of all the directors, or a sole director or of all the members of a committee, or of a sole member of a committee, shall be as valid and effectual as a

97. (a) The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the directors.

(b) The directors may from time to time pay to the members such interim dividends as appear to the directorate be justified by the profits of the company.

(c) No dividends shall be paid otherwise than out of profits.

(d) Subject to the rights of persons, if any, entitled to shares with special rights as to dividends shall be declared and paid according to the amounts paid on the shares, but if and so long as nothing is paid upon any of the shares in the company dividends may be declared and paid according to the amounts of the shares. No amount paid on the share in advance of call shall while carrying interest be treated for the purposes of this article as paid on the share.

98. The directors may before recommending any dividend set aside out of the profits of the company such sums as they think proper as a reserve fund to meet contingencies or for equalising dividends or for special dividends or for repairing improving and maintaining any of the property of the company and for such other purposes as the directors shall in their absolute discretion think conducive to the interest of the company and may invest the several sums so set aside upon investment (other than shares of the company) as they may think fit and from time to time deal with and vary such investments and dispose of all or any part thereof for the benefit of the company and may divide the reserve fund into such special funds as they think fit (and employ the reserve fund or any part thereof in the business of the company and that without being bound to keep the same separate from the other assets).

99. If several persons are registered as joint holders of any share any one of them may give effectual receipts for any dividend or more moneys payable on or in respect of the share.

100. 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 case of joint holders to any one of such joint holders at his registered address or to such person and such address as the member or person entitled or such joint holders as the case may be may 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.

101. No dividend shall bear interest against the Company.

102. If several persons are registered as joint holders of any share, any one of them may give effectually receipts for any dividend or other moneys payable on or in respect of the share.
103. 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 case of joint holders to any one of such joint holders at his registered address or to such persons and such address as the member or person entitled or 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 of such joint holders as the case may be, may direct.
104. No dividend shall bear interest against the company.

CAPITALISATION OF RESERVES

105. Any general meeting may resolve that any moneys, investments or other assets forming part of the undivided profits of the company standing to the credit of the reserve fund or in the hands of the company and available for dividend or representing premiums received on the issue of the shares and standing to the credit of the share premium account) be capitalised and distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend and in the same proportions on the footing that they become entitled thereto as capital and that all or any part of such capitalised fund be applied on behalf of such shareholder in paying up in full any unissued shares of the company which shall be distributed accordingly or in or towards payment of the uncalled liability on any issued shares, and that such distributions or payment shall be accepted by such shareholders as payment in satisfaction of their interest in the said capitalised sum.
106. For the purpose of giving effect to any resolution under the last preceding article the director may settle any difficulty which may arise in regard to the distribution as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of any specific assets, and may determine that cash payments shall be made to any members upon the footing of the value so fixed or that fractions of less value than one shilling may be declared in order to adjust the rights on all parties, and may vest any such cash or specific persons entitled to the dividend or capitalised as may seem expedient to the directors. Where requisite contract shall be made.

to sign such contract on behalf of the persons entitled to the dividend of capitalised fund, and such appointment shall be effective.

ACCOUNTS

107. The directors shall cause proper books of accounts to be kept with the 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 purchase of goods by the company and
 - (c) the assets and liabilities of the company.
- Proper books of accounts means such books as are necessary to give a true and fair view of the state of the company's affairs and to explain its transactions.
108. The books of accounts 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 kept to the inspection of the directors.
109. The directors shall from time to time determine whether and to what extent, and at what time 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 accounts or books or document of the company except as conferred by statute or authorised by the directors or by the company in general meeting.
110. Once at least in every year the director shall lay before the company in general meeting a profit and loss accounts for the period since the preceding account or (in the case of the first account) since the incorporation of the company made up to a date not more than six months before such meeting.
111. A balance sheet shall be made out in every year and laid before the company in general meeting made up to a date not more than nine months before such meetings. The balance sheet shall be accompanied by a report of the directors as to the state of the company's affairs, and the amount, which they recommend be paid by way of dividend, and the amount, if any which they propose to carry to a reserve fund.

A U D I T

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

NOTICES

113. A notice may be given by the company to any member either personally or by sending (it by registered post to him, to his registered address within Tanzania) to the address, if any, supplied by him to the company for the giving of notice to him.
114. 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.
115. A notice may be given by the company to the joint holders of a share by giving the notice to the joint holder named first in the register of members in respect of the share.
116. A notice may be given by the company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending it through the post in a registered prepaid letter addressed to them by name, or by the title of representatives of the deceased, or receiver of the bankruptcy or by any like description, at the address, if any within Tanzania supplied for the purpose by the persons claiming to be so entitled or (until such an address has been so supplied) by giving the notice in any manner in any which they might have been given if the death or bankruptcy had not occurred.
117. Notice of every general meeting shall be given in some manner hereinafter authorised to:
- (a) Every member except those members who (having no registered address within Tanzania) have not supplied for the giving of notice to them, and also to
- (b) Every person entitled to a share in consequence of the death or bankruptcy of a member who, for his death or bankruptcy would be entitled to receive notice of the meeting.
118. No other person shall be entitled to receive notice of general meetings.

119. 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 Ordinance divide amongst the members in special or kind the whole or any part of the assets of the company (whether they shall consist of property of the same kind or not) 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 the like sanction, vest the whole or any part of such assets in trustees upon such trust for the benefit of the contributories 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 where on there is any liability.

INDEMNITIES OF DIRECTORS

120 Every director and other officer of the company shall be entitled to have reimbursed to him out of the funds of the company all travelling and other expenses (including expenses of and incident to journeying to and from board meeting) which he may from time to time incur in the discharge or attempted discharge of his duties and be indemnified by the company against all liabilities whatsoever which he may from time to time take upon himself as agent of the company or for its benefit or intended benefit.

THE SECRETARY



121 The Secretary shall be appointed by the Directors for such term at such remuneration and upon such conditions may think fit, and any Secretary so appointed may be received by them

122. No person shall be appointed or hold office as a Secretary who is:-

- (a) the sole director of the company or
- (b) a corporation the sole director of which is the sole director of the company.

123. A provision of the Ordinance or these regulations requiring or authorising a thing to be done by or to a director and the Secretary shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of the Secretary.

124. Every director, manager, auditor, trustee, officer, servant, agent, accountant or other person employed in the business of the company shall observe strict secrecy respecting all transactions of the Company and the state of accounts and shall not reveal any of the matters which may come to his knowledge in the discharge of his duties except when required so to do by the directors, or by any meeting of the company or by a court of Law, or by the person to whom such matters relate.

Names, addresses and Description of Subscribers	Number of Shares	Signature
MOHAMED HUSEIN JAFFER P.O. BOX 34, TANGA - BUSINESSMAN	1	
JONATHAN AUBREY LANE, P.O. BOX 34, TANGA - MANAGEMENT CONSULTANT	1	

DATED at TANGA this 4th day of January 1994/
WITNESS to the above signatures:

Signature: 

Postal Address: P.O. Box

Qualification: DESIDERI SEBASTIAN
ADVOCATE

Box 72349 DAR-ES-SALAAM

