

THE COMPANIES ACT No. 12 of 2002

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

FAKHRI SPECIALISED HEALTH CLINIC LIMITED

**DRAWN BY**

MUFFADAL FAKHRUDDIN TAIBALI (Subscriber),  
P.O. Box 9671,  
Dar es Salaam

Certified True Copy of the Original  
Sign: *ALoyce B. Lyimo* Date: 11/02/2020  
ALOYCE B. LYIMO  
Advocate, Notary  
Public & Commissioner for Oaths

**THE COMPANIES ACT No.12 OF 2002**

**COMPANY LIMITED BY SHARES**

**MEMORANDUM OF ASSOCIATION**

**OF**

**FAKHRI SPECIALISED HEALTH CLINIC LIMITED**

1. The **name** of the Company is **FAKHRI SPECIALISED HEALTH CLINIC 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 the business of Hospital activities.
  - b. To carry on the business of Medical and dental practice activities.
  - c. To engage into other human health activities.
  - d. To carry on the business of retail sale of pharmaceutical and medical goods, cosmetic and toilet articles in specialized stores including but not limited to dialysis products, consumables, reagents and machines and all services related with dialysis in all kinds and supplies and manufacture materials of all nature.
  - e. To carry on the business of wholesale of other machinery and equipment including but not limited to medical laboratory diagnostic products, consumables, reagents, radiology products and medical instruments and dealers in all kinds of non-pharmaceutical medical supplies and manufactured materials of all nature.
  - f. To deal with import and sale of medical drugs and deal with pharmaceutical equipment, hospital equipment, surgical equipment, laboratory equipment and all other medical equipment.
  - g. To carry on the business or otherwise to run diagnostic centre offering diagnostic services, hospital, pharmacy, pathology, laboratory, emergency medical services including consultancy using modern technology and latest machines for diagnosis and all other medical services.
  - h. To establish and run a business of medical diagnostics.
  - i. To establish Dialysis centre for providing dialysis services.
  - j. To operate as diagnostic centre by operating laboratories and all services related thereto.
  - k. To carry on the business of conducting health or medical seminars and workshops.
  - l. To provide health insurance services and all related services.
  - m. To pioneer in health activities including but not limited to establishment and funding of various health projects, liaise with other health organizations to protect the human wellbeing as well as complying with health laws and policies of the United Republic of Tanzania.

- n. To deal with preventive medical services by dealing with medical research in all fields of health, to open and run medical research institutions.
- o. To open and operate nursing colleges and medical schools and universities.
- p. To open and operate medical foundations with the aim of facilitating medical services in areas with high demand of medical services; to utilize the facilities under the foundation to fund or sponsor medical specialities which require special training.
- q. To open and run pharmaceutical companies dealing with manufacturing of all types of drugs and hospital equipment.
- r. And for the purposes of achieving the above objects, the company is authorized:-
  - i. To transact such other business as may be proper, necessary and desirable for or in connection with the objects of the Company or any of them.
  - ii. To do anything whatsoever which the directors think is incidental or necessary for the carrying out of the objects of the company,
  - iii. To set up, erect, construct, purchase, take on lease, run, operate and administer places to carry on all such functions and business as are necessary and incidental to meet the objectives of the Company.
  - iv. To establish agencies in Tanzania and elsewhere, and to regulate and discontinue the same.
  - v. To acquire and undertake the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorized to carry on, or possessed of property suitable for the purposes of the Company.
  - vi. To apply for, purchase or otherwise acquire any patents, invention, licences, concessions, and the like, conferring any exclusive or non-exclusive or limited right to use, or 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, or grant licences in respect of, or otherwise turn to account the property, rights or information so acquired.
  - vii. To enter into partnership or into any arrangement for sharing profits, union of interest, co-operation, joint venture or reciprocal concession, with any person or company, local or foreign, carrying on or engaged in any business or transaction which this Company is authorised to carry on or be engaged in, or otherwise assist any such person or company, and to take or otherwise acquire shares and securities of any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with the same.
  - viii. To take, or otherwise acquire, and hold shares in any other company, having objects altogether or in part similar to those of this Company, or carrying on any business capable of being conducted so as directly or indirectly to benefit this Company.
  - ix. To amalgamate with any other company whose objects are and/or include objects similar to those of this Company, whether by sale or




purchase (for fully or partly paid-up shares or otherwise) of the undertakings, subject to the liabilities of this or any such other company as aforesaid, with or without winding up or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

- x. To sell or dispose of the undertaking of the Company or any part thereof for such consideration as the Company may think fit and, in particular, for shares, debentures or securities of any other company having objects altogether or in part similar to those of this Company.
- xi. To sell, improve, manage, develop, exchange, lease, mortgage, enfranchise, dispose of, turn to account, or otherwise deal with, all or any parts of the property and rights of the Company.
- xii. To borrow or raise money in such manner as the company shall think fit, and in particular by the issue of debentures or debenture stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon the whole or any part of the company's property or assets (whether present or 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 obligation or liability it may undertake.
- xiii. To invest and deal with the money of the Company, not immediately required, in such manner as may from time to time be determined.
- xiv. To capitalize if and when deemed advisable the whole or part of the undivided profits of the company and/or monies standing to the credit of the company's reserve fund and to distribute such sum either as bonus 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.

4. The **liability** of the members is **Limited**.

5. The share **capital** of the Company is **Tanzanian Shillings One Hundred Million (Tshs. 100,000,000/=)** divided into **One Thousand shares (1000)** of **Tanzanian Shillings One Hundred Thousand (Tshs 100,000/=)** each with power for the company to increase or reduce such capital and to divide the shares in the capital for the time being, whether original or increased, in different classes, and to attach thereto respectively any preferential, deferred, qualified or special rights, privileges or conditions 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 powers herein before contained.


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

No.	Names, addresses and description of Subscribers	Number of shares taken by each Subscriber	Signature of the Subscriber
1.	MUFFADAL FAKHRUDDIN TAIBALI Tanzania, Region Dar Es Salaam, District Ilala CBD, Ward Upanga Mashariki, Postal code 11102, Street Kibasila, Road Kibasila, Plot number 927, Block number 5, House number Flat Number 002, Ground Floor P.O. Box 9671 Dar es Salaam	40	
2.	FAKHRUDDIN TAIBALI GOMBERAWALLA Tanzania, Region Dar Es Salaam, District Ilala CBD, Ward Upanga Mashariki, Postal code 11102, Street Kibasila, Road Kibasila, Plot number 927, Block number 5, House number Flat Number 002, Ground Floor P.O. Box 9671 Dar es Salaam	40	
3.	MURTAZA FAKHRUDDIN TAIBALI Tanzania, Region Dar Es Salaam, District Ilala CBD, Ward Upanga Mashariki, Postal code 11102, Street Kibasila, Road Kibasila, Plot number 927, Block number 5, House number Flat Number 002, Ground Floor P.O. Box 9671 Dar es Salaam	20	

Dated at Dar es Salaam this 14 day of July 2019

**Witness to the above signatures:**

Name: GERIDA L. OBAH

Signature: 

Address: P.O. Box 35093, D.S.A



**THE COMPANIES ACT NO. 12 OF 2002**

**COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**OF**

**FAKHRI SPECIALISED HEALTH CLINIC LIMITED**

**PRELIMINARY**

1. In these Regulations:

“The Act” means the Companies Act;

“The Articles” Means the Articles of Association of the Company;

“The seal” means the common seal of the Company;

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

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

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

2. The regulations contained in Part 1 of Table A shall apply save for regulation 22 or as modified in these Articles.
3. The Company is 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 is limited to fifty as further provided for in the Act.
  - c. Any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.
4. The Company shall not have power to issue share warrants to bearers.

**SHARE CAPITAL AND VARIATION OF RIGHTS**

5. Subject to the provisions of the Act, and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Company may by Ordinary Resolution determine.
6. Subject to the provisions of section 61 of the Act, any shares may, with the sanction of an Ordinary Resolution, be issued on the terms that they are, or at the option of the Company are liable, to be redeemed on such terms and in such manner as the Company before the issue of the shares may by Special Resolution determine.
7. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separated general meeting of the holders of the shares of the class. To every such separate general meeting the provisions of these Regulations relating to general meetings shall apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued shares of the class present in person or by proxy may demand a poll.
8. The rights conferred upon the holders of the shares of any class shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pari passu therewith.

#### **SHARE CERTIFICATES**

9. Every member, upon becoming the holder of any shares, shall be entitled without payment to receive within two months after allotment or lodgement of transfer (or within such other period as the conditions of issue shall provide) one certificate for all the shares of each class held by him (and, upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment for every certificate after the first such reasonable sum as the directors may determine. Every Certificate shall be sealed with the seal and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid thereon. 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 joint holder shall be sufficient delivery to all joint holders.
10. If a share certificate is defaced, worn out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of expenses reasonably incurred by the Company in

investigating evidence as the directors may determine but otherwise free of charge, and (in the case of defacement or wearing out) on delivery up of the old certificate.

#### **LIEN**

11. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share; but the directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The Company's lien, if any, on a share shall extend to any amounts payable in respect of it.
12. The Company may sell, in such manner as the directors determine, any shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after a notice in writing has been given to the holder of the share, or the person entitled thereto by reason of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.
13. To give effect to any such sale the directors may authorize some person to transfer the shares sold to, or in accordance with the directions of, the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer, and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
14. The net proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue, if any, shall (upon surrender to the Company for cancellation of the certificate for the shares sold and subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares, at the date of the sale.

#### **CALLS ON SHARES**

15. Subject to the terms of allotment, the directors may make calls upon the members in respect of any moneys unpaid on their shares (whether in respect of nominal values or premium) and not by the conditions of allotment thereof payable at fixed times, provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call, and each member shall (subject to receiving at least fourteen clear days notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be

revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made.

16. A call shall be deemed to have been made at the time when the resolution of the directors authorizing the call was passed.
17. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
18. If a call remains unpaid after it has become due and payable, the person from whom the sum is due shall pay interest on the amount unpaid from the day it become due and payable to the time of actual payment at the rate fixed by the term of allotment of the share or, if no rate is fixed, at a rate not exceeding five percent per annum as the directors may determine, but the directors may waive payment of such interest wholly or in part.
19. An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call, and if it is not paid the provisions of the articles shall apply as if that amount has become due and payable by virtue of a call.
20. Subject to the terms of allotment, the directors may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.
21. The directors may if they think fit, receive from any member willing to advance the same, all or any part of the moneys un-called and unpaid upon any shares held by him, and upon all or any of the moneys so advanced may (until the same would, but for such advance, become [payable] pay interest at such rate not exceeding (unless the Company in general meeting shall otherwise direct) six per cent per annum, as may be agreed upon between the directors and the members paying such sum in advance.

#### **TRANSFER OF SHARES**

22. The instrument of transfer of any share shall be in any usual form or any other form which the directors may approve and shall be executed by or on behalf of the transferor and, unless the share is fully paid up, by or on behalf of the transferee, and the 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.
23. If the directors refuse to register a transfer they shall within sixty days after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.

24. The registration of transfers of shares or any transfers of any class of shares may be suspended at such times and for such periods (not exceeding thirty days in any year) as the directors may determine.
25. No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting title to any share.

#### **TRANSMISSION OF SHARES**

26. In case of the death of a member, the survivor of survivors where the deceased was a joint holder, and the personal representatives of the deceased where he was a sole holder or the only survivor of joint holders, shall be the only persons recognized by the Company as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him.
27. A person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as may properly be required by the directors and subject as hereinafter provided, either elect by notice to the Company to be registered as holder of the share, or elect to have some person nominated by him registered as the transferee in which case he shall execute the appropriate instrument of transfer. All the articles relating to the right to transfer of shares shall apply to any such notice or transfer as if it were an instrument of transfer executed by the member and the death or bankruptcy of the member had not occurred.
28. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall have the rights to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as the holder of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.

#### **FORFEITURE AND SURRENDER OF SHARES**

29. If a call remains unpaid after it has become due and payable, the directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid, together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with, the shares in respect of which the call was made will be liable to be forfeited.
30. If the notice is not complied with, any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors to that effect and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

31. Subject to the provisions of this Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors determine either to the person who was before the forfeiture the holder or to any other person, and at any time before a sale, re-allotment or other disposition the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person, the directors may authorise some person to execute an instrument of transfer of the share in question.
32. A person any of whose shares have been forfeited shall cease to be a member in respect of the forfeited shares and shall surrender to the Company for cancellation the certificate for the shares forfeiture, were payable by him to the Company in respect of the shares, but shall remain liable to the Company for all moneys which, at the date of forfeiture, were payable by him to the Company in the respect of the shares, but his liability shall cease if and when the Company shall have received payment in full of all such moneys in respect of the shares, but the directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture for any consideration received on their disposal.
33. A statutory declaration by a director or the secretary that a share has been forfeited on a date stated in the declaration shall be conclusive evidence of the facts stated therein as against all persons claiming to be entitled to the share, and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share, and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity or invalidity of the proceedings in reference to the forfeiture or disposal of the share.
34. The directors may in their sole discretion accept the surrender of any shares. The same consequences shall flow from the surrender of such a share(s) as if the share (s) had been effectively forfeited by the directors. In particular, any share so surrendered may be disposed of in the same manner as a forfeited share.

#### **NOTICE OF GENERAL MEETINGS**

35. Every general meeting shall be called by twenty-one clear days notice in writing. The notice shall specify the time and place of the meeting and the general nature of the business and, in the case of an annual general meeting, shall specify the meeting as such;
36. Provided that a meeting of the Company may be called by shorter notice if it is so agreed.
37. in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and

38. in the case of any other meeting by a majority in number of the members having a right to attend and vote at the meeting, being a majority together holding not less than 95 per cent in nominal value of the shares giving that right.
39. Subject to the provisions of the articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and auditors. The accidental omissions to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.

#### **PROCEEDINGS AT GENERAL MEETINGS**

40. All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of declaring a dividend, the consideration of the accounts, and the reports of the directors and auditors, the election of directors in the place of those retiring and the appointment of and the fixing of the remuneration of, the auditors.
41. 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; two persons entitled to vote on the business to be transacted, each being a member or a proxy for a member or a duly authorized representative of a corporation shall be a quorum.
42. If within half an hour from the time appointed for the meeting a quorum is not present, or if during the course of a meeting a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week, at the same time and place or to such other day at such other time and place as the direction may determine.
43. The chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the general meeting, but if neither the chairman nor such other director (if any) be present within fifteen minutes after the time appointed for the holding of the meeting and willing to act, the directors present shall elect one of their member to be chairman of the meeting and, if there is only one director present and willing to act, he shall be chairman.
44. If at any meeting no director is willing to act as chairman or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their members to be chairman of the meeting.
45. A director shall, notwithstanding that he is not a member, be entitled to attend and speak at a general meeting and at any separate meeting of the holders of any class of shares in the Company.

46. 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 which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days and the general nature of the business to be transacted at an adjourned meeting.
47. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:
  - a. by the chairman or,
  - b. by at least two members having the right to vote at the meeting; or
  - c. by a member or members representing not less than one-tenth of the total voting rights of all the members holding shares conferring a right to vote at the meeting or
  - d. by a member or members holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right; and a demand by a person as proxy for a member shall be the same as a demand by the member.
48. Unless a poll be so demanded, a declaration by the chairman that a resolution has on show of hands been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be evidence of that fact.
49. The demand for a poll may, before the taken, be withdraw.
50. Except as provided in article 54, if a poll is dully 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.
51. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall be entitled to a casting vote in addition to any other note he may have.
52. A Poll demanded on the election of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time not being or more than thirty days after the poll is demanded as the chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

53. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall have effect as if it had been passed at a general meeting duly convened and held, and may consist of several instruments in the like form each executed by or on behalf of one or more members.

#### **VOTES OF MEMBERS**

54. Subject to any rights or restrictions attached to any share or class or classes of shares, on a show of hands every member (being an individual) present in person or (being a corporation) present by a duly authorized representative, not being himself a member entitled to vote, and on a poll every member shall have one vote for each share of which he is the holder.
55. 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 names stand in the register of members.
56. A member in respect of whose estate a manager has been appointed under section 19 of the Mental Disease Act, may vote, whether on a show of hands or on a poll, by his manager, and any such manager may, on a poll, vote by proxy.
57. No member shall be entitled to vote at a general meeting or at a separate meeting of the holders of any class of shares in the Company unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.
58. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.
59. On a poll votes may be given either personally or by proxy. A Member may appoint more than one proxy to attend on the same occasion.
60. The instrument appointing proxy shall be in writing executed by or on behalf of the appointer or his attorney duly authorized in writing, or, if the appointer is a corporation, either under seal, or under the hand of an officer or attorney duly authorized. A proxy need not be a member of the Company.
61. The instrument appointing a proxy and any authority under which it is executed a copy of that authority certified notarially or in such other

manner as approved by the directors shall be deposited at the registered office of the Company or at such other place within Tanzania as is specified for that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposed to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and the default the instrument of proxy shall not be treated as valid.

62. An instrument appointing a proxy shall be in the following form or a form is near thereto as circumstances admit.

**FAKHRI SPECIALISED HEALTH CLINIC LIMITED**

I/we .....of .....being.....a Member/members of the above named Company, hereby appoint .....of .....or failing him .....of as my/our proxy to vote for me/us on my/your behalf at the (annual or extraordinary as the case may be) general meeting of the Company to be held on the .....day of .....and at any adjournment thereof.

Signed this .....day of .....20.....

63. Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as thereto as circumstances admit.

**FAKHRI SPECIALISED HEALTH CLINIC LIMITED**

I/we .....of .....being .....a Member/members of the above named Company hereby appoint .....of .....or failing him .....of .....as my/our proxy to vote for me/us on my/your behalf at the (annual or extraordinary as the case may be) general meeting of the Company to be held on the .....day of .....and at any adjournment thereof.

Signed this .....day of .....20.....

This form is to be used \* in favour of against resolution; 1/2/3 etc; unless otherwise instructed, the proxy will vote as he thinks fit or abstain from voting.

64. The Instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
65. A vote given in accordance with the terms of an instrument of proxy, or poll demanded by proxy, or by the dully authorized representative of a corporation shall be valid notwithstanding the previous determination was received by the Company at its registered office (or at such other

place at which the instrument or proxy was duly deposited) before the commencement of the meeting or adjourned meeting at which the proxy is used.

#### **DIRECTORS**

66. The number of the directors and the names of the first director shall be determined in writing by the subscribers of the memorandum of association or a majority of them and until such determination the signatories to the Memorandum of Association shall be the first directors. Unless otherwise determined by ordinary resolution, the number of director shall not be subject to any maximum but shall be not less than two. The first Directors of the Company shall be ;

- I. **MUFFADAL FAKHRUDDIN TAIBALI**
- II. **FAKHRUDDIN TAIBALI GOMBERAWALLA**
- III. **MURTAZA FAKHRUDDIN TAIBALI**

67. The shareholding qualification for directors may be fixed by the Company in general meeting and unless and until so fixed no qualification shall be required.

#### **POWERS AND DUTIES OF DIRECTORS**

68. Subject to the provisions of the Act, the memorandum and the articles and to any directions given by special resolution, the business of the Company shall be managed by the directors, who may exercise all the powers of the Company. No alteration of the memorandum or articles and no such directions shall invalidate any prior act of the directors which would otherwise have been valid. The powers given by this article shall not be limited by any special power given to the directors by the articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.
69. The directors may by power of Attorney appoint any person to be the attorney or agent of the Company for such purposes and on such conditions as they determine, including authority for the attorney or agent to delegate all or any of his power.

#### **MINUTES**

70. The directors shall cause minutes to be made in books for the purpose:-
- a. of all appointments of officer 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, of the holders of any class of shares in the Company, and of the directors, and of committee of directors.

### **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

71. The office of director shall be vacated if the director-
- a. ceases to be director by virtue of any provisions of the Act or he becomes prohibited by law from being a director, or
  - b. becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - c. becomes of unsound mind ;or
  - d. resigns his office by notice in writing to the Company; or
  - e. shall for more than six consecutive months have been absent without permission of the director from meetings of the directors held during that period and the directors resolve that his office be vacated.

### **APPOINTMENT AND RETIREMENT OF DIRECTORS**

72. The Company may be Ordinary Resolution appoint a person who is willing to act to be a director either to fill a vacancy or to be an additional director.
73. The Company may be ordinary resolution, or of which special notice has been given in accordance with section 144 of the Act, remove any director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and the director. Such removal shall be without prejudice to any claim the director may have for damage for breach of any service contract with the Company.
74. The Company may by Ordinary Resolution appoint another person in place of a director removed from office under the immediately preceding regulation, and without prejudice to the power of the directors under article 85 the Company may by Ordinary Resolution appoint any person to be director either to fill a vacancy or as an additional director.

### **SECRETARY**

75. The secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them.

### **THE SEAL**

76. The seal shall only be used by the authority of the directors or of a committee of the directors authorized by the director. The directors may determine who shall sign any instrument to which the seal is

affixed and unless otherwise so determined it shall be signed by a director and by the secretary or by a second director.


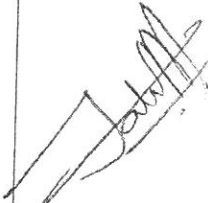

#### **WINDING UP**

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

#### **INDEMNITY**

78. Subject to the provisions of the Act, but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 481 of the Act in which relief is granted to him by the court from liability for negligence default, breach of duty or breach of trust in relation to the affairs of the Company.

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

No.	Names, addresses and description of Subscribers	Number of shares taken by each Subscriber	Signature of the Subscriber
1.	MUFFADAL FAKHRUDDIN TAIBALI Tanzania, Region Dar Es Salaam, District Ilala CBD, Ward Upanga Mashariki, Postal code 11102, Street Kibasila, Road Kibasila, Plot number 927, Block number 5, House number Flat Number 002, Ground Floor P.O. Box 9671 Dar es Salaam	40	
2.	FAKHRUDDIN TAIBALI GOMBERAWALLA Tanzania, Region Dar Es Salaam, District Ilala CBD, Ward Upanga Mashariki, Postal code 11102, Street Kibasila, Road Kibasila, Plot number 927, Block number 5, House number Flat Number 002, Ground Floor P.O. Box 9671 Dar es Salaam	40	
3.	MURTAZA FAKHRUDDIN TAIBALI Tanzania, Region Dar Es Salaam, District Ilala CBD, Ward Upanga Mashariki, Postal code 11102, Street Kibasila, Road Kibasila, Plot number 927, Block number 5, House number Flat Number 002, Ground Floor P.O. Box 9671 Dar es Salaam	20	

Dated at Dar es Salaam this 7<sup>th</sup> day of July 2019

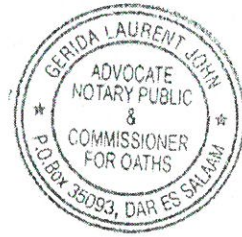
**Witness to the above signatures:**

Name: GERDA L. BHM

Signature: [Handwritten Signature]

Address: P.O. Box 35093, DSK

Qualification: COMMISSIONER FOR OATHS



Certified True Copy of the Original  
Sign: [Handwritten Signature] Date: 11/02/2022  
**ALOYCE B. LYIMO**  
Advocate, Notary  
Public & Commissioner for Oaths