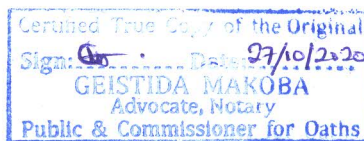


THE COMPANIES ACT  
(Cap. 212)  
PRIVATE COMPANY LIMITED BY SHARES  
MEMORANDUM  
AND  
ARTICLES OF ASSOCIATION  
OF  
SPEARS INVESTMENT COMPANY LIMITED

Incorporated this... 06 ... day of ... 08 ..... 2020

Drawn by:  
Kavula Kimila  
Promotor  
P.O Box 1596  
Mwanza



THE COMPANIES ACT (Cap. 212)  
PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

SPEARS INVESTMENT COMPANY LIMITED

1. The name of the company is **SPEARS INVESTMENT COMPANY LIMITED**
2. The Registered Office of the company will be situated at the United Republic of Tanzania.
3. The objects for which the company is established is carry on any trade or business whatsoever as General Trading Company, without prejudice to the foregoing have the other such objects as but not limited to the following:
  - (a) To engage in the business of manufacturer, produce, import, sales, supply of any commodities/products.
  - (b) To act as wholesalers retailers and distributors of all types of commodities relating to the alternative to plastic bags and other bags.
  - (c) To engage in all activities of importing and exporting all alternative to plastic bags.
  - (d) To carry on the business as traders, suppliers, general merchants, importers, and exporter, stockiest, wholesalers, retailers and dealers in all types of bags, advising and all other matter related to the bags.
  - (e) To carry on the business of motor vehicle garage, repairing and servicing of all types of vehicles and machineries and the business as a dealer, wholesalers, retailers, distributors, agents, importers and exporters of hardware, motor vehicle, bicycles and its spares, agricultural and industrial machine and spare accessories of every kind
  - (f) To carry on any other trade, business or activity whatsoever and to do anything of any nature which can, in the opinion of the Directors of the Company, be carried on by the company in connection with, as ancillary to or independently or any of its business.
  - (g) To purchase, take on lease or in exchange, hire or otherwise acquire any movable or immoveable property of any kind or any interest therein and any rights or privileges which the Directors of the Company may think necessary or convenient for the purposes of or in connection with the Company's business or which may enhance the value of any other property of the Company.
  - (h) To build, construct, alter, improve, enlarge, repair, maintain, develop, demolish, remove or replace and to work, manage, carry out or control works of all descriptions, including but not limited to offices, factories, mills, warehouses, shops, stores, garages and other buildings, roads, machinery and plant, which may, in the opinion of the Directors of the Company, be likely to advance directly or indirectly the Company's interests; to clear sites for the same, to contribute to, subsidies or otherwise assist in the building, construction, alteration, repair, improvement, enlargement, maintenance, development, demolition, removal, replacement, working, management, carrying out or control.
  - (i) To improve, manage, develop, turn to account, grant rights or privileges in respect or otherwise deal with any of the property, rights and privileges of the Company.
  - (j) To subscribe for, purchase or otherwise acquire hold shares, stocks, debentures and other securities of any other company and to invest and deal with the moneys of the Company in any manner.


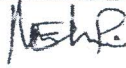
- (k) To vest any movable or immovable property, right, privilege or interest acquired by or belonging to the Company in any person or Company on behalf of or for the benefit of the Company and with or without any declared trust in favour of the Company
- (l) To apply for, purchase or otherwise acquire and protect and renew, in part of the world, any patents, patent right, brevets invention, copyrights, trade marks, designs, formulae, licences, concessions and the like, conferring any exclusive or non-exclusive or limited right to their use or any secret or other information as to any invention which may seem capable of being used for any of the Company or the acquisition of which may seem likely, 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 such inventions or property.
- (m) To acquire and undertake the whole or any part of the business, assets and liabilities of any person or Company carrying on or proposing to carry on any business which the Company is authorised to carry on or which can be carried on conjunction with any business of the Company or which is capable of being conducted so as, directly or indirectly, to benefit the Company or which is possessed or property suitable for the purposes of the Company.
- (n) To enter, with any Government or authority, supreme, municipal, local or otherwise, or any person or Company, into any arrangement that may seem to the Directors of the Company to be conducive to the attainment of the objects of the Company or any of them and to obtain from any such Government, authority, person or Company any rights, privileges, Company may think it desirable to obtain and to carry out, exercise and comply therewith.
- (o) To open and operate banking accounts and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, drafts, cheques, bonds and other negotiable or transferable instruments.
- (p) To apply for promote and obtain any statute, decree, order or court, regulation or other enactment or authorisation which may, to the Directors of the Company, seem likely to benefit the Company, directly or indirectly, and to oppose any bills, proceedings or application which may, in the opinion of the Directors of the Company, be likely, directly or indirectly, to prejudice the interests of the Company.
- (q) To apply for, secure, acquire by grant, legislative enactment, assignment, transfer, purchase or otherwise and to exercise, carryout and enjoy any charter, licence, power, authority, franchise, concession, right or privilege which any government or authority, supreme, municipal, local or otherwise, or any corporation or public body may be empowered to issue, confer or make into effect and to appropriate any of the Company's assets, shares, stock, debentures or other securities to defray the necessary costs and expenses thereof.
- (r) To pay out of the funds of the Company all expenses which the Company may lawfully pay for or in connection with the formation and registration of the Company or the issue of its capital.
- (s) To pay for any rights or property acquired by the Company and to remunerate any person or company, or a cash payment or by the allotment or shares in the capital of the Company, credited as paid up in full or in part, by the issue of debentures or other securities of the Company or in any other lawful manner.
- (t) To adopt such means of making known the businesses, activities, products, goods and services of any articles dealt in and sold by the Company as may, in the opinion of the Directors of the Company, seem expedient.
- (u) To amalgamate, enter into partnership or into any arrangement for sharing profits, union of interests, co-operation, joint venture, reciprocal concession, limiting competition or otherwise, with any person or Company carrying on or engaged in or about to carry on or engage in any business or transaction which the Company is authorised to carry on or engage in or which can be carried on in conjunction with any business of the Company or which is capable of being conducted so as to benefit the Company, directly or indirectly.
- (v) To establish or promote or concur in establishing or promoting any Company association, syndicate or partnership of any kind to acquire and take over all or any part of the undertaking, property, assets and liabilities of the Company or for any other purpose which may, in the opinion of the Directors of the Company, be likely, Directly or indirectly, to benefit the Company and to place or guarantee the placing of, underwrite, subscribe, for, conditionally or unconditionally, or otherwise acquire all or any of the shares, stock, debentures or other securities of any such other Company.

- (w) To purchase, own or otherwise acquire land, real property, easement rights and other property real or personal for the purpose and conducive to the objects of the company
- (aa) To distribute among the members, in specie or in kind, any property of the Company or any proceeds of sale or disposal of any property of the Company but so that no distribution amounting reduction of capital shall be made except with any sanction for the time being required by law.
- (bb) To undertake and execute any trust, which may, in the opinion of the Directors of the Company, be conducive to any of the objects of the Company.
- (cc) To act as agent, broker or trustee for any person or Company and to act as Secretary, Manager, Consultant, adviser, book-keeper or registrar of or transfer agent for any other company
- (dd) To do all or any of the above things in any part of the world and either as principal, agent, trustee, contractor or otherwise and either alone or jointly with others and either by or through agents, trustees, sub-contractors or otherwise.
- (ee) To procure the Company to be registered or recognised in any place outside the United Republic of Tanzania.
- (ff) To do all such other things as or may be deemed incidental or conducive to the attainment of any of the objects and the exercise of any of the powers of the Company.
- (gg) To construct, equip, maintain and work public transport vehicles, motor coaches or other vehicles appropriate for the carriage of passengers or goods, and to carry on the business of proprietors and carriers of passengers both in public conveyances and in private vehicles and goods in East Africa or in such places as may from time be thought fit.
- (hh) To amalgamate with any other Company or Association having objects altogether or similar to those of the company
- (ii) To employ such people capable of carrying on the activities of the Company.

And it is hereby expressly declared that the several sub-clauses of this clause and all the powers thereof are to be cumulative and in no case is the generality of any one sub-clause nor in any general expression in any sub-clause to be narrowed or restricted by any particularity of expression in the same sub-clause or by the application of any rule of construction ejusdem generis or otherwise.

4. The liability of the members is limited;
5. The authorized share capital of the company is **Tanzania Shillings Ten Million Only (TShs 10,000,000)** divided into **One hundred shares (100)** ordinary shares at the nominal value of **Tanzania Shillings One hundred thousand (TShs 100,000)** each.

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

Name, Address and Description of the subscribers	Number of shares taken by each subscriber	Signature of the subscriber
PIUS MACHIMU MALIFEDHA P.O.BOX 7729 MWANZA	70 shares	
EDSON PIUS MACHIMU P.O.BOX 7729 MWANZA	30 shares	
<b>TOTAL NUMBER OF SHARES</b>	<b>100 shares</b>	

dated this 05 day of August 2020

Witness to the above signatures:

Name: KAVULA C. KIMILA

Signature: *Kimila*

Postal Address: 1996 MUKNERA

Title: ADVOCATE



ARTICLES OF ASSOCIATION  
OF  
SPEARS INVESTMENT COMPANY LIMITED

PRELIMINARY

1. The regulations in Table A in the Schedule to the Companies Act (Cap. 212) shall not apply to the Company except in so far as the same are repeated or contained in these Articles.

INTERPRETATION

2 In these Articles, unless the subject or context otherwise requires:

- 2.1 The words standing in the first column of the following table shall bear the meanings set opposite to them respectively in the second column thereof.

WORDS	MEANINGS
"Articles"	means these Articles of Association of the Company and any reference to "Articles" shall be referenced to that Article of the Articles of Association.
"the Auditors"	means the Auditors from time to time of Company.
"Board"	means the Board of Directors of the Company.
"Business"	means the business of the Company as described the Memorandum and Articles of Association and such other business as the Members may agree from time to time should be carried on by the Company.
"Company"	means <b>SPEARS INVESTMENT COMPANY LIMITED.</b>
"Companies Act"	means the Companies Act, Cap 212 R. E. 2002 of Laws of Tanzania.
"Directors"	means the Directors of the Company or their duly appointed alternates and "Director" shall be construed accordingly.
"Guarantee"	means the guarantees, indemnities, covenants or other securities given by the Shareholders (or any of them) at any time, to secure the indebtedness and/or obligation of the Company for the proper purposes of the Business.
"Members"	means the shareholders or representatives of shareholders by proxy in a general or extraordinary meeting and "Member" shall be construed accordingly.

“Memorandum of Association”	means the Memorandum of Association of the Company.
“Notice”	means any notice, consent, approval, permission and any other communication required or permitted to be given between the Parties
“Office”	means the registered office of the Company.
“Register”	means the Register of Members of the Company.
“Shares”	means equity shares of Tanzania Shillings One Hundred Thousand (TShs. 100,000.00) each in the equity share capital of the Company.
“Tanzania”	means the United Republic of Tanzania.
“Territory”	means the mainland of Tanzania.
“TShs”	means Tanzanian Shillings being the currency of Tanzania.

- 2.2 Words importing the singular number only shall include the plural number and vice versa.
- 2.3 Words importing the masculine gender only shall include the feminine gender.
- 2.4 Words importing persons shall include corporations.
- 2.5 The expression “debenture” and “debentures holder” shall include debenture stock and debenture stockholder.
- 2.6 The expression “dividend” shall include bonus.
- 2.7 Reference to any provision of the Act shall be construed as a reference to such provision as modified by any statute for the time being in force.
- 2.8 Any words or expressions defined in the Act shall, except where the subject or context forbids bear the same meanings in these Articles.

#### PRIVATE COMPANY

3. The Company is a private company and accordingly:
  - (a) the right to transfer shares is restricted in manner hereinafter prescribed;
  - (b) the number of members of the Company (exclusive of persons who are in the employment of the Company and of persons who having been formerly in the employment of the Company 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 purpose of this Regulation be treated as a single member;
  - (c) any invitation to the public to subscribe for any shares or debentures of the Company is prohibited;
  - (d) the Company shall not have power to issue share warrants to bearer. The directors may, in their absolute discretion and without assigning any reason therefore, decline to register any transfer of any share, whether or not it is a fully paid share.
4. Any branch or kind of business which the Company is either expressly or by implication authorised to undertake may be undertaken by the Board at such time or times as the Board shall think fit, and further may be suffered by the Company to be in abeyance, whether such branch or kind of business may have been actually commenced or not, so long as the Board may deem it expedient not to commence or proceed with the same.
5. The Office shall be at such place in the Territory as the Board shall from time to time appoint.

- (1) No part of the funds of the Company shall be employed in the subscription or purchase of or in loans upon the security of the Company's shares or those of its holding company (if any); or of any company holding a direct or indirect equity interest in the Company or its holding company (if any)
- (2) The Company shall not give, whether directly, and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance for the purpose of or in connection with any purchase or subscription by any person of shares in the Company or in its holding Company (if any) nor make, or guarantee or provide any security in connection with, a loan to any Director of the Company or of its holding Company (if any); but nothing in this Article shall prohibit transactions authorised by Section 46 of the Act.

#### CAPITAL

7. The Company's authorized share capital is Tanzanian Shillings Ten Million (TShs. 10,000,000.00) divided into One Hundred (100) Ordinary Shares of Tanzanian Shillings One Hundred Thousand (TShs. 100,000 00) each
8. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any share in the Company may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return or capital or otherwise as the Company may from time to time by Ordinary Resolution determine. Provided that the capital prescribed herein maybe increased or decreased subject to a resolution of the Company.

#### PREFERENCE SHARES

9. Any preference shares may, with the sanction of an Ordinary Resolution, be issued on the terms that they are, or at the opinion 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 such Ordinary Resolution determine.

#### MODIFICATION OF RIGHTS

10. 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 separate general meeting of the holders of the shares of the class. To every such separate general meeting the provisions of these Articles 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 and that any holder of shares of the class present in person or by proxy may demand a poll.
11. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

#### ALLOTMENT OF SHARES

12. Subject to the provisions of these Articles the unissued shares for the time being of the Company shall be at the disposal of the Board which may allot, grant option over, or otherwise dispose of them to such persons, on such terms and conditions, and at such times as it may think fit, but so that no share shall be issued at a discount, except in accordance with the provisions of the Act.
13. The Company may exercise the powers of paying commissions conferred by Section 54 of the Act, provided that the rate per cent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the said Section and the rate of the commission shall not exceed the rate of the price at which the shares in respect whereof the same is paid are issued or an amount of such price (as the case may be). Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.
14. Except as required by law, no person shall be recognized by the Company as holding any share upon any trust, and the Company shall not be bound by or be compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as by these Articles or by law otherwise provided) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

#### SHARE CERTIFICATE

15. Every person whose name is entered as a Member in the Register of Members shall be entitled without payment to receive two months after allotment or lodgment of transfer (or within such other period as the conditions of issue shall provide) one certificate for all his shares or several certificates each for one or more of his shares upon payment for every certificate after the first or such less sum as the Board shall from time to time determine.

Every certificate shall be under the seal and shall specify the shares to which it relates and the amount paid up thereof, 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 to all such holders

16. If a share certificate be defaced, or worn out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and the payment of expenses reasonably incurred by the Company in investigating evidence as the Directors may determine but otherwise free of charge

#### REGISTER OF MEMBERS

17. The Company shall prepare and maintain a Register and their shares in which the names of shareholders, their numbers of shares, other disposals made to these shares shall be registered. No assignment of these shares shall be valid against the Company or third parties unless the cause for transferring the ownership of these shares has been recorded in such Register.

#### LIEN

18. 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, and the Company shall also have a first and paramount lien on all shares (other than fully paid shares) standing registered in the name of a single person for all moneys presently payable by him or his estate to the Company; but the Board may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a share shall extend to all dividends payable thereon.
19. 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 a sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in Writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share, or the person entitled thereto by reason of his death or bankruptcy.
20. To give effect to any such sale the Directors may authorize some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer, and he shall not be bound to see the application of purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.
21. 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 (if any) shall (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

22. The Directors may from time to time make calls upon the Members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times or subject to the fulfillment of specified conditions, provided that (subject to such conditions of allotment) no call shall be payable at less than one month from the date fixed for payment of the last preceding call, and each member shall (subject to receiving at least fourteen days' notice specifying the time or times and place of payment) pay to the Company, at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the Directors may determine.
23. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing the call was passed and may be required to be paid by installments.
24. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
25. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate as the Directors may determine, but the Directors shall be at liberty to waive payment of any such interest wholly or in part.
26. Any sum which by the terms of issue of a share, becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall for the purposes of these Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable and in case of non-payment all the relevant provisions of these presents as to payment of interest and expenses, of forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

The Directors may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the time of payment.

28. 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 payable) pay interest at such rate as may be agreed upon between the Directors and the members paying such sum in advance.
29. No member shall be entitled to receive any dividend or to be present or to vote on any question, either personally or by proxy, at any General Meeting, or upon a poll, or to be reckoned in a quorum whilst any call or other sum shall be due and payable to the Company in respect of any of the shares held by him, whether alone or jointly with any other person.

#### TRANSFER OF SHARES

30. Subject to Article 31 and to such other of these presents as may be applicable, any member may transfer all or any of his shares by instrument in Writing. Such transfer should be in the following form or any other form which the Directors may approve:

"We/I, -----of

in consideration of the sum of Shillings[ ] paid to us by ----- of ----- (hereinafter called "the said transferee") do hereby transfer [ ] shares of TShs [ ] each in the capital of ----- (such shares being numbered [ ]) to hold unto the said transferee, subject to the several conditions on which I hold the same; and I, the said transferee, do hereby agree to take the said shares subject to the conditions aforesaid.

AS WITNESS our hands the day of 200...."

31. (1) No shares shall be transferred except in accordance with the provisions of this Article.
- (2) No transfer of any share in the capital or the Company to any person whether already a member of the Company or not shall be made or registered without the previous sanction of the Directors, who may, without assigning any reason, decline to give such sanction and shall so decline in the case of any transfer the registration of which would involve a contravention of Article 4 hereof. The Directors may also suspend the registration of transfers during fourteen days immediately preceding the Ordinary General Meeting in each year.
- (3) The proposing transferor shall give notice in Writing ("the transfer notice") to the Company that he desires to transfer the shares. The notice shall constitute the Company as the agent of the proposing transferor for the sale of the shares to any member of the Company or to any person selected by the directors as one whom it is desirable in the interests of the Company to admit to membership at the value ("the sale price") to be decided by the auditors of the Company pursuant to paragraph 6 of this Article.
- (4) The said shares to be transferred shall be offered by the Company to all members of the Company (other than the selling member) holding ordinary shares for purchase at the sale price in proportion to their respective holding of shares in the Company and shall specify a time within which such offer must be accepted in Writing or in default of which such offer will be deemed to have lapsed. If the said members shall not accept all the said shares, the directors may offer those not so accepted to other members and/or to any other person or persons selected or approved by the directors as suitable for admission to membership of the Company.
- (5) If the Company within sixty days after being served with the transfer notice shall find a member or person selected as set out above willing to purchase the shares and gives notice thereof to the proposing transferor it shall be bound, upon payment of the sale price to transfer the shares to the purchasing member who shall be bound to complete the purchase within fourteen days thereof.
- (6) The auditors of the Company shall determine the sale value of shares to be transferred, at the higher of an earning based or net asset valuation.
- (7) The instrument of transfer of any share shall be executed by or on behalf of the transferor and transferee, and the transferor shall be deemed to remain a holder of the shares until the name of the transferee is entered in the register of members in respect thereof.
32. The Directors may decline to register the transfer of a share to a person of whom they shall not approve, and they may also decline to register the transfer of a share on which the Company has a lien.

The Directors may also decline to recognize any instrument of transfer unless

- (a) the instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer, and
- (b) the instrument of transfer is in respect of only one class of share.

34. If the Directors refuse to register a transfer they shall within thirty days after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.
35. The registration of transfers may be suspended at such times and for such periods as the directors may from time to time determine, provided always that such registration shall not be suspended for more than thirty days in any year.

#### TRANSMISSION OF SHARES

36. In the case of the death of a member (where a member is an individual) the survivor or survivors where the deceased was a joint holder, and the wife or husband and children of the deceased where he or she was a sole holder, shall be the only persons recognized by the Company as having any title to his or her interest in the shares; but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him or her with other persons.
37. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as may from time to time properly be required by the Directors and subject as hereinafter provided, elect either to be registered himself or herself as holder of the share or to have some person nominated by him or her registered as the transferee thereof, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that member before his or her death or bankruptcy, as the case may be.
38. If the person so becoming entitled shall elect to be registered in his or her name, he or she shall deliver or send to the Company a notice in Writing signed by him or her stating that he or she so elects. If he or she shall elect to have another person registered he or she shall testify his or her election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer signed by that member.
39. 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 or she would be entitled if he or she were the registered holder of the share, except that he or she shall not, before being registered

#### FORFEITURE OF SHARES

40. If a member fails to pay any call or installment of a call on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of the call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued.
41. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of service of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time appointed the shares in respect of which the call was made will be liable to be forfeited.
42. 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 effect.
43. 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 disposition the forfeiture may be cancelled on such terms as the Directors think fit.
44. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares, but shall, notwithstanding, remain liable to pay to the Company all moneys which, at the date of forfeiture, were payable by him to the Company in 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.
45. A statutory declaration in Writing that the declarant is a Director or the Secretary 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 shall not be bound to see to the application of the purchase money, if any, or shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

46. The provisions of these Articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time or subject to the fulfillment of specified conditions, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

#### CONVERSION OF SHARES INTO STOCK

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

#### ALTERATION OF CAPITAL

51. (1) 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.
- (2) Unless the Company otherwise resolves in the resolution increasing the share capital of the Company, all new shares shall first be offered to the existing members of the Company in proportion, as nearly as possible, to the amount of the existing shares to which they are entitled. The offer shall be made by notice specifying the number of shares offered and a time within which the offer, if not accepted, will be deemed to be declined. After the expiration of such time, or on the receipt of intimation from the person to whom the offer is made that he declines to accept the shares offered, the directors may dispose of such shares in such manner as they deem most appropriate for the Company.
52. The Company may by ordinary resolution:
- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
  - (b) sub-divide its existing shares, or any of them, into share of smaller amount than is fixed by the memorandum of association subject, nevertheless, to the provisions of Section 65(1)(d) of the Act;
  - (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.
53. The Company may by special resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any manner and with, and subject to any incident authorised, and consent required, by law.

#### GENERAL MEETING

54. The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next. Furthermore, this meeting may be called within the six month following the financial year to consider the report of directors for the company's

activity, financial position, as well as auditor's report, and for the approval of company balance sheet, closing accounts, profit distribution report, and in order to appoint, reappoint or determine the remunerations of auditor.

Provided that so long as the Company shall hold its first annual general meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such time and place, as the Directors shall appoint.

55. All general meetings other than annual general meetings shall be called extraordinary general meetings.
56. The Directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists.

#### NOTICE OF GENERAL MEETINGS

57. Every general meeting shall be called by twenty-one days notice in Writing at the least. The meeting of the shareholders of the Company may be called upon a request made by the Manager, Director or Auditor of the company to consider any matter to be exhibited to the meeting.

The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of the meeting and the nature of any special business that is to be transacted, and shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in general meeting, to such persons as are, under the regulations of the Company, entitled to receive such notices from the Company.

Provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in these Articles, be deemed to have been duly called if it is so agreed:

- (a) in the case of a meeting called as the annual general meeting, by all the members entitled to attend and vote thereat; and
- (b) 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.
58. The accidental omission 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 that meeting.

#### PROCEEDINGS AT GENERAL MEETING

59. 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, balance sheets, 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.
60. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. The quorum for the meeting shall be two persons holding or represented by proxy.
61. 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 or to such other day at such other time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum. For the avoidance of doubt, at no time shall one member be a quorum.
62. The chairman, if any, of the Board of Directors shall preside as chairman at every general meeting of the Company or if there is no such chairman, or if he shall not be present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act the Directors present shall elect one of their number to be chairman of the meeting.
63. 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 number to be chairman of the meeting.

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 thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

65. 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 the member or members present in person or by proxy; or
  - (c) by a member or members holding shares in the Company conferring a right to vote at the meeting, being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

Unless a poll be so demanded a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

66. Except as provided in Article 68 hereof, if a poll is duly demanded it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
67. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
68. 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, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
69. Subject to the provisions of the Act, a resolution in Writing signed by all the members for the time being entitled to receive notice of and to attend and vote at general meetings (or being corporations or government by their duly authorized representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held.  
Such resolution may be contained in one document or in several documents in like form each signed by one or more of the members or duly authorized representatives concerned.

#### VOTES OF MEMBERS

70. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every member present in person shall have one vote, and on a poll every member shall have one vote for each share of which he is the holder. In the case of an equality of votes the chairman shall be entitled to a second or casting vote.
71. 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.
72. No member 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.
73. 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 given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.
74. On a poll votes may be given either personally or by proxy.

The instrument appointing a proxy shall be in Writing under the hand of the appointer or of his attorney duly authorized in Writing, or, if the appointer is a corporation, either under seal, or under the hand of an officer or attorney duly authorized. A proxy need not be a member of the Company.

76. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Company or at such other place within the Territory as is specified for that purpose in the notice convening the meeting, not later than the time for holding the meeting or adjourned meeting, at which the person named in the instrument proposes to vote, or in the case of a poll, not later than the time appointed for the taking of the poll, or at such later time as the Directors may agree, and in default the instrument of proxy shall not be treated as valid.

77. An instrument appointing a proxy shall be in the following form or in any other usual form acceptable to the Directors:

**"SPEARS INVESTMENT COMPANY LIMITED"**

I/We of .....  
being a member/members of the above-named Company, hereby appoint ..... of  
failing him of as my/our proxy to vote for me/us/on my/our behalf at the (annual or extraordinary, as the  
case may be) general meeting of the Company to be held on the day of 200 and at any adjournment thereof.  
Signed this day of 200

78. 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 in any other usual form acceptable to the Directors:

**"SPEARS INVESTMENT COMPANY LIMITED"**

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

Signed this day of 202....."

This form is to be used in favour of/against the resolution(s). Unless otherwise instructed, the proxy will vote as he thinks fit.

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

80. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the share in respect of which the proxy is given, provided that no intimation in Writing of such death, insanity, revocation or transfer as aforesaid shall have been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used.

**CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS**

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

**DIRECTORS**

82. The number of Directors shall not be less than two and not more than five (or such greater number as the Company may in General Meeting determine). The first Directors shall be appointed in writing by the subscribers of the Memorandum of Association and until such appointment the first Directors shall be as named in the particulars delivered to the Registrar of Companies pursuant to the provisions of section 145 of the Act.

The remuneration of the Directors shall from time to time be determined by the Company in general meeting. Such remuneration shall be deemed to accrue from day to day. The Directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or in connection with the business of the Company.

(2) Any Director who, by request, performs special services or goes or resides abroad for any purpose of the Company may be paid such extra remuneration as the Board may determine.

84. The share holding qualification for Directors may be fixed by the Company in general meeting, and unless and until so fixed no share qualification shall be required.

85. A Director of the Company may be or become a Director or other officer of, or otherwise interested in, any Company promoted by the Company or in which the Company may be interested as shareholder or otherwise, and no such Director shall be accountable to the Company for any remuneration or other benefits received by him as a Director or officer of, or from his interest in, such other Company unless the Company otherwise direct.

#### POWERS AND DUTIES OF DIRECTORS

86. (1) No action or decision relating to any of the matters specified below, which are reserved to the Board shall be taken by the Company unless the Board has given its prior approval to proceed with the matters aforesaid, by passing a resolution in accordance with these Articles:

- (a) to appoint or dismiss the Chief Executive Officer nominated by the Manager. The nomination shall not unreasonably be rejected;
- (b) to appoint or dismiss any of its Senior Employees as defined in the Company's staff regulations as amended from time to time;
- (c) to approve the terms for the Chief Executive Officer nominated by the Manager;
- (d) to establish such committees of the Board as the Board may deem necessary;
- (e) to approve the job descriptions of the individual members of the Management Team and of the committees of the Board;
- (f) to approve the annual budgets, forecasts and financial reports: Provided that any proposed material revision to the annual budget shall first be approved at a duly convened meeting of the Board;
- (g) to approve policies necessary for conducting the Company's business and ensure that the Company carries out those policies. Such policies relate, without being limited, to risk management, credit audit, accounting, anti-money laundering and asset liability management;
- (h) to ensure that the Company shall maintain with a well established and reputable insurer adequate insurance against all risks usually insured against by companies carrying on the same or a similar business and (without prejudice to the generality of the foregoing) for the full replacement or reinstatement value of all its assets of an insurable nature;
- (i) to ensure that where a fresh issue of Shares is contemplated, the Company allots and issues its Shares and other Securities at the best price reasonably obtainable in the circumstances; provided that where publicly quoted prices are available, the offer price shall compare fairly with the market price;
- (j) to approve any unbudgeted material acquisition or disposal by the Company, including any material acquisition or grant of any licence of or relating to any intellectual property rights and, for the purposes of this paragraph, material shall mean a figure in an amount exceeding 10% of the approved budget;
- (k) to ensure compliance with domestic and international guidelines for good corporate governance;
- (l) to approve the launch and closing of any branch outside the business plan;
- (m) to approve the issue of any debenture, the creation of mortgages, liens, charges, pledges or other encumbrance of any nature on the Company's assets or in the ordinary course of business and to factor or assign any of its book debts;

- (n) to approve the granting by the Company of any guarantee or indemnity not in the ordinary course of business;
- (o) to make any claim, disclaimer, surrender, election or consent of a material nature for tax purposes and, for the purposes of this paragraph, material shall mean a figure in an amount exceeding 10% of the approved budget;
- (p) to approve any contract, liability or commitment of the Company which
  - (i) is of a long term or unusual nature; for this purpose long term means continuing for more than three (3) calendar years;
  - (ii) could involve an obligation of a material magnitude or nature; for this purpose material means a liability for expenditure exceeding 10% of the approved budget; or
  - (iii) is outside the ordinary course of business of the Company;
  - (iv) cannot be terminated by the Company without penalty within 12 months of its commencement, unless a contract satisfies such criteria of authorisation as the Board may approve from time to time as part of the procedures for the Company entering into contract;
- (q) to submit to the Members an annual report incorporating:
  - (i) the Company's internal controls and systems that are adequate to provide reasonable assurance as to the integrity and reliability of the financial statements and to safeguard, verify and maintain accountability for the Company's assets;
  - (ii) such controls as are based on established written policies and procedures and are implemented by trained and skilled personnel, whose duties have been segregated appropriately;
  - (iii) such controls as are monitored by the Company, and that all Employees are required to maintain the highest ethical standards in ensuring that the Company's business practices are conducted in a manner that, in all reasonable circumstances, is above reproach; and
  - (iv) anything that has come to their attention to indicate that any material malfunction of the aforesaid controls, procedures and systems may have occurred during the year under review;
- (r) to enter into any service agreement with any Employee, which is not terminable without payment of compensation on not more than three (3) months' notice;
- (s) to approve the acquisition and/or disposal of any assets or business interests that exceed ten percent (10%) of the core capital;
- (t) to borrow any money or obtain any advance or credit in any form other than normal trade credit or other than on normal banking terms of unsecured overdraft facilities or vary the terms and conditions of any borrowings or bank mandates; or
- (u) to make any gift or charitable donation if not within the budget;
- (v) to lend any money to any person otherwise than by way of deposit with a bank or other institution the normal business of which includes the acceptance of deposits, or grant of any credit to any person (except to its customers in the normal course of business);
- (w) to sell, transfer, lease, licence or in any other way dispose of any of its assets otherwise than in the ordinary course of its business;
- (x) enter into any technical assistance with the Manager arrangement or amend, terminate, revoke or replace any technical assistance agreement presently in place;

87. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as primary or collateral security for any debt, liability or obligation of the Company or of any third party
88. The Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purpose and with such powers, authorities and discretion (not exceeding those vested in or exercisable by the Directors under these Regulations) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorize any such attorney to delegate all or any of the powers, authorities and discretion vested in him.
89. The Directors may exercise the powers conferred upon the Company by Sections 124 and 127 (both inclusive) of the Act with regard to the keeping of a branch register, and the Directors may (subject to the provisions of those Sections) make and vary such regulation as they may think fit respecting the keeping of any such register.
90. (1) A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with Section 209 of the Act.
- (2) A Director shall, nevertheless, be entitled to vote in respect of any contract or arrangement in which he is interested.
- (3) A Director may hold any other office or place of profit under the Company (other than the office of auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine and no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place of profit or as vendor, purchaser or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way interested, be liable to be voided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realized by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relation thereby established.
- (4) A Director, notwithstanding his interest, may be counted in the quorum present at any meeting whereat he or any other Director is appointed to hold any such office or place of profit under the Company or whereat the terms of any such appointment are arranged and he may vote on any such appointment or the arrangement of the terms thereof.
- (5) Any Director may act himself or by his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director. Provided that nothing herein contained shall authorize a Director or his firm to act as auditor to the Company.
91. All cheques, promissory notes, dates, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.
92. The Directors shall cause minutes to be made in books provided for the purpose:
- (a) of all appointments of officers made by the Directors;
- (b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
- (c) of all resolutions and proceedings at all meetings of the Company, and of the Directors, and of committees of Directors, and every Director present at any meeting of Directors or committee of Directors shall sign his name in a book to be kept for that purpose.

The Directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any Director who has held any other salaried 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 purchase or provision of any such gratuity, pension or allowance.

### DISQUALIFICATION OF DIRECTORS

94. The office of Director shall be vacated if the Director:
- (a) ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a director, or
  - (b) becomes bankrupt or makes any arrangement of 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 Directors from meetings of the Directors held during that period and the directors resolve that his office be vacated

### ALTERNATE DIRECTORS

95. Each Director shall have power by an instrument in Writing to nominate any person to act as alternate Director in his place and his discretion to remove such alternate Director; and on such appointment being made the alternate Director shall be subject in all respects to the terms and conditions affecting the other Directors, and each alternate Director, while acting in the place of an absent Director, shall exercise all the rights and discharge all the duties of the Director he represents. Should an alternate Director also be a Director of the Company, all rights vested in him as an alternate Director (including the right of voting at meetings and of signing on behalf of such Director any such resolution as is mentioned in Article 109) shall be in addition to and not in substitution for his rights as a Director. Any instrument appointing an alternate Director shall be delivered to and retained by the Company. If the Director making any such appointment shall cease to be a Director, the person appointed by him shall cease to have any power or authority to act as an alternate Director.
96. All appointments and removal of an alternate Director shall be effected by instrument in Writing delivered at the Office and signed by the appointor.

### APPOINTMENT AND REMOVAL OF DIRECTORS

97. The Company may by Ordinary Resolution:
- (a) appoint any person a Director, so, however, that the prescribed maximum be not exceeded, and determine the period for which he is to hold office;
  - (b) remove any Director from office and appoint another person in his stead.
98. A Director need not be a member of the Company, but he shall, nevertheless, be entitled to receive notice of and to attend and speak at any General Meeting or at any separate meeting of the holders of any class of shares in the Company.
99. Every Director shall remain in office until the expiry of his period of appointment or until removed under the provisions of Article 98 or until his office is vacated under the provisions of Article 94 or as otherwise agreed by all of the members of the Company in Writing.
100. Subject to and in accordance with any agreement in Writing among all of the members of the Company, the Director shall have power at any time, and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these Articles.

### PROCEEDINGS OF DIRECTORS

101. Unless otherwise agreed between the Members at General Meeting, a meeting of the Board shall be held not less frequently than once every three (3) calendar months to review the Company's business and progress and determine such other matters as may fall within the competence of the Board.
102. Notice of at least fourteen (14) days shall be given to each Director of any Board meeting unless all Directors approve

shorter notice period.

- The quorum for Board meetings shall be at least two Directors. No business shall be conducted at any meeting of Directors unless a quorum is present at the beginning of the meeting and at the time when there is to be voting on any business.
104. If a quorum is not present within thirty (30) minutes after the time specified for a Directors' meeting in the notice of the meeting, then it shall be adjourned to the same day in the following week and at the same time and place. At the adjourned meeting any three Directors nominated by three different Members (including at least one Director appointed by a Member holding not less than twenty five percent shareholding in the Company) shall constitute a quorum.
105. A meeting of Directors shall be adjourned to another time or date at the request of all the Directors present at the meeting. No business shall be conducted at a meeting after such a request has been made.
106. (1) Meetings of Directors shall make decisions by passing resolutions. A resolution is passed if more votes are cast for it than against it.
- (2) The Directors shall be deemed to meet if, notwithstanding that they are in separate locations, they are nonetheless linked by conference telephone, conference video link or other communication equipment which allows those participating to hear and speak to each other. A quorum in that event shall be the number of Directors required for a quorum in accordance with Article 106 hereof. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the Chairman of the meeting then is.
107. Each Director at a meeting of Directors shall have one vote. In the case the Board can not arrive at a decision because of equal number of votes for and against a resolution, then the matter shall be adjourned to another date as the Directors shall agree. If no agreement is reached at the next meeting, the matter shall be referred to a duly convened meeting of the Members for determination. The decision of the Members shall be deemed to constitute a duly passed resolution of the Board.
108. If at any meeting the Chairman shall not be present within thirty minutes after the time appointed for holding the same, the Directors present shall choose one of their numbers to be Chairman of such meeting.
109. The Directors shall cause proper minutes to be made of all General Meetings of the Company and proper records to be kept of all written resolutions (and of signatures) and also of all the appointments of officers, and of the proceedings of all meetings of Directors and committees, and of the attendances thereat, and all business transacted at such meetings. All such minutes and records (and signatures) shall be entered in books provided for the respective purpose. Any such record of a written resolution (and of the signatures) purporting to be signed by a Director or by the Secretary shall be evidence of the proceedings in agreeing to a written resolution and, until the contrary is proved, the requirements of the Act with respect to those proceedings shall be deemed to be complied with, and any such minutes of any such meeting, if purporting to be signed by the Chairman of such meeting, shall be conclusive evidence without any further proof of the facts therein stated.
110. A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors or of a committee of Directors shall be as valid and effective for all purposes as a resolution passed at a meeting of the Directors or, as the case may be, a committee of Directors duly convened, held and constituted, and may consist of several documents in the like form each signed by one Director or more Directors.

### MANAGEMENT OF THE COMPANY

111. Subject to Shareholders' approval, the Board may enter into such arrangement and/or agreement with such firm or body corporate in relation to the management and administration of the business and affairs of the Company. The Manager so appointed shall, under the direction of the Board, manage the business and affairs of the Company in accordance with the approved business plan of the Company and responsibilities set out in the documents evidencing the arrangement. The Manager shall at all times nominate a Management Team of fully qualified and professionally competent staff. The Manager shall be entitled to such remuneration and benefits set out in the documents evidencing the management arrangement.
112. The responsibility of the Management Team shall include, but not be limited to:
- (a) the day-to-day management of the business and the affairs of the Company;

- (b) The preparation of annual budgets in line with a business plan, and presentation by the Chief Executive Officer, not later than twenty eight (28) days, or such longer period as may be agreed by the Board prior to the commencement of each financial year or period, at a duly convened meeting of the Board, of the budget for the ensuing financial year or period, containing a profit and loss and cash flow forecast on a month-by-month basis and a projected balance sheet for the end of such financial year or period for the Company
- (c) reporting to the Board with such frequency and in such manner as may be required by the Board, and
- (d) complying with all decisions and directions of the Board, in relation to matters reserved for the Board, as communicated to him from time to time by the Board.
113. The Directors may entrust to and confer upon the Manager any of the powers exercisable by them under such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own power and may from time to time revoke, withdraw, alter or vary all of any of such powers.

#### SECRETARY

114. 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.
115. No person shall be appointed or hold office as 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;
- (c) the sole Director of a corporation, which is the sole Director of the Company.
116. A provision of the Act or these Articles 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.

#### THE SEAL

117. The seal shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors. The Director may determine who shall be 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.

#### DIVIDENDS AND RESERVE

118. Subject to section 180 of the Act, the Company may by ordinary resolution declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the Directors.
119. The Directors may from time to time pay to the members such interim dividends as appear to the Directors to be justified by the profits of the Company.
120. 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 or reserves which shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Directors may from time to time think fit. The Directors may also without placing the same to reserve carry forward any profits, which they may think prudent not to divide.
121. Subject to the rights of persons, if any, entitled to shares with special rights as to dividend, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but no amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this Article as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

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

123. Any general meeting declaring a dividend or bonus may direct payment of such dividend or bonus wholly or partly by the distribution of specific assets and in particular of paid up shares, debentures or debenture stock of any other company or in any one or more of such ways, and the Directors shall give effect to such resolution, and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as may seem expedient to the Directors.
124. Any dividend, interest or other moneys payable in cash in respect of shares may be paid by cheque or warrant sent through the post directed to the registered address of the holder or, in the case of joint holders, to the registered address of that one of the joint holders who is first named in the register of members or to such person and to such address as the holder or joint holders may in Writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent.  
Any one or two or more joint holders may give effectual receipts for any dividends, bonuses or other moneys payable in respect of the shares held by them as joint holders.
125. No dividend shall bear interest against the Company.

#### ACCOUNTS

126. The Directors shall cause proper books of account to be kept with respect to:
- (a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
  - (b) all sales and purchases of goods by the Company; and
  - (c) the assets and liabilities of the Company.
- Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

#### FINANCIAL YEAR

127. The Company's financial year shall commence on 1<sup>st</sup> January to 31<sup>st</sup> December each year, except for the first financial year which shall commence from the date of incorporation of the company to the end of the current year thereof, and each following financial year shall be for the period of twelve (12) months.
- Within four (4) months from the end of the financial year, the Manager or Directors of the Company shall prepare a balancer sheet, profit and loss account, company activity report, company's financial position and their suggestions with regard to profit distribution. The Manager/Directors shall send a copy of such documents and a copy of the auditor's report to each shareholder and general departments of the company.
128. The books of account shall be kept at the registered office of the company, or, subject to section 151(4) of the Act, at such other place or places as the Directors think fit, and shall always be open to the inspection of the Directors.
129. No member (as such) shall have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorized by the Directors or by ordinary resolution of the Company.
130. The Directors shall, in accordance with Section 153, 155 and 159 of the Act, cause to be prepared and to be laid before the Company in general meeting such profit and loss accounts, balance sheets, cash flow statements, group accounts (if any) and reports as are referred to in those Sections.
130. In accordance with section 163 of the Act, the copy of the Company's annual accounts to be laid before the Company in general meeting together with a copy of the director's report and the auditors' report shall not less than twenty-one days before the date of the meeting be sent to every member of, and every holder of debentures of, the Company:

Provided that this Article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any shares or debentures.

## CAPITALIZATION OF PROFITS

133. The Directors may, with the authority of an ordinary resolution of the company-resolve to capitalize any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and that such sum be capitalized to the members who would have been entitled to it were distributed by way of dividend and in the same proportions and apply such sum either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively or paying up in full in issued shares or debentures of the Company to be allotted and distributed.  
Make such provision regarding the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions, and authorize any person to enter on behalf of all the members entitled thereto into an agreement with the company providing for the allotment to them respectively, credited as fully paid up, of any shares or debentures to which they are entitled upon such capitalization, and any agreement made under such authority shall be effective and binding on all such members
132. Whenever such a resolution as aforesaid shall have been passed the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issues of fully-paid shares or debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions, and also to authorize any person to enter on behalf of all the members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalization, or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalized, of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such members.

## AUDIT

133. Auditors shall be appointed and their duties regulated in accordance with Sections 170 to 179 of the Act. Further, the company shall have an auditor to be selected annually by the partners by a resolution issued in the meeting of shareholders. The Auditor shall be approved and licensed to practice in Tanzania in accordance with the provisions of auditors and accountants. The auditor shall observe the memorandum of association and the company's law. He shall audit the inventories, annual closing accounts, balance sheet, and shall provide an annual report to the meeting of partners. In doing so, he shall have access on all company's books and records and contracts made with third parties. He may ask for clarifications and statements required necessary by him. His annual remuneration shall be determined by the shareholders.

## NOTICES

134. A notice may be given by the Company to any member in writing either personally in his residence or by registered letter to his registered address, or (if he has no registered address within the Territory) to such address, supplied by him to the Company for the giving of notice to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, pre-paying and posting a letter containing the notice, and to have been effected in the case of a notice of a meeting at the expiration of seven days after the letter containing the same is posted, and in any other case at the time at which the letter would be delivered in the ordinary course of post.
135. A notice may be given by the Company to the joint holders of a share by giving the notice to the joint holder first named in the register of members in respect of the share.
136. 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 prepaid letter addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, 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 which the same might have been given if the death or bankruptcy had not occurred.
137. Notice of every general meeting shall be given in any manner hereinbefore authorized to:

- (a) every member except those members who (having no registered address within Tanzania) have not supplied to the Company an address for the giving of notices to them;
- (b) every person upon whom the ownership of a share devolves by reason of his being legal personal representative or a trustee in bankruptcy of a member where the member but for his death or bankruptcy would be entitled to receive notice of the meeting; and
- (c) the auditor for the time being of the Company.

No other person shall be entitled to receive notices of general meetings.

#### WINDING UP



138. The company shall be wound up by one of the reasons of winding up as mentioned of the Companies Act. When being wound up, the company will enter the phase of liquidation as per the provisions of the Companies Act, considering that in case of elective liquidation, the following shall be complied with:


1. To prepare the financial position of the company at the date of issuing the partners' resolution with regard to dissolution and liquidation of the company, this shall be approved by a auditor approved and licensed to practice within the Tanzania, this report shall prove the company ability to pay their debts and liabilities against others.
2. To pay all rights of creditors or make settlements with them. Otherwise, the company may not be liquidated unless a resolution of the complaint shall be issued with regard to the registering of company insolvency in accordance with the creditors' or company's request as per the Companies Act.

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 Act, divide amongst the members in specie 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 or difference classes of members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts 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 whereon there is any liability.

#### INDEMNITY

139. 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 trust in relation on the affairs of the Company.

Name, Address and Description of the subscribers	Number of shares taken by each subscriber	Signature of the subscriber
PIUS MACHIMU MALIFEDIA P.O.BOX 7729 MWANZA	70 shares	
EDSON PIUS MACHIMU P.O.BOX 7729 MWANZA	30 shares	
<b>TOTAL NUMBER OF SHARES</b>	<b>100 shares</b>	

Certified True Copy of the Original  
 Sign:  Date: 27/10/2020  
**GEISTIDA MAKOBA**  
 Advocate, Notary  
 Public & Commissioner for Oaths

ed this 05 day of AUGUST 2020

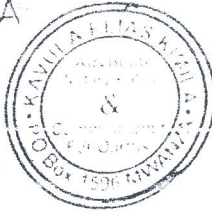
Witness to the above signatures:

Name: KAVULA E. KIMILA

Signature: *K Kimila*

Postal Address: 1596 MUVANZA

Title: ADVOCATE



Certified True Copy of the Original  
Sign: *[Signature]* Date: 27/10/2020  
GEISTIDA MAKOBA  
Advocate, Notary  
Public & Commissioner for Oaths