

**THE COMPANIES ACT, 2002**

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**COMPANY LIMITED BY SHARES**

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**MEMORANDUM**

**AND**

**ARTICLES OF ASSOCIATION**

**OF**

**THE GOOD GRAIN CO. (TZ) LIMITED**

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Incorporated on the ..... day of ..... 2024

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**DRAWN BY:**

Mark Daniel Tindamanyire  
Advocate  
P O Box 79651  
Dar es Salaam  
Tanzania

COMPANY LIMITED BY SHARES

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MEMORANDUM OF ASSOCIATION

OF

THE GOOD GRAIN CO. (TZ) LIMITED

1. The name of the Company is "THE GOOD GRAIN CO. (TZ) LIMITED".
2. The Registered Office of the Company will be situated in Tanzania.
3. The objects for which the Company is established are: -
  - (a) To carry on the business of processing and value addition of agricultural produce, with a primary focus on all grains such as wheat, pulses, maize, millets, sorghum, peas, lentils, and grains among others. This includes cleaning, grading, milling, packaging, and preparing bulk processed grain products for export and regional supply.
  - (b) To carry on the business of export of processed agricultural commodities to international markets, contributing to the growth of Tanzania's agro-export sector and supporting regional food security value chains.
  - (c) To act as a regional sourcing hub for raw materials and semi-processed inputs, which are supplied to its parent company and other manufacturing partners in the East African Community region.
  - (d) To operate warehousing, storage, and logistics facilities to support efficient aggregation, handling, and distribution of agricultural products for export and domestic use.
  - (e) To engage in the trading and local distribution of agricultural produce and by-products within Tanzania and the broader East African Community market.
  - (f) To import specialized agro-processing machinery, spare parts, and equipment required for its operations and offer technical support services for equipment maintenance.
  - (g) To partner with local farmers, cooperatives, and agribusiness stakeholders to strengthen value chains, improve quality standards, and enhance sourcing efficiency through contract farming and out-grower schemes.
  - (h) To carry on the business of importation of inputs used for manufacturing and finished products into Tanzania for sale in the local market.
  - (i) To carry on the business of other professional, scientific and technical activities as per Class 7490 of the International Standard Industrial Classification of all Economic Activities (ISIC), Revision 4, relating to agronomy consulting.
  - (j) To carry on the business of post-harvest crop activities as per Class 0163 of the International Standard Industrial Classification of all Economic Activities (ISIC), Revision 4, relating to preparation of crops for primary markets.
  - (k) To carry on the business of support activities for crop production as per Class 0161 of the International Standard Industrial Classification of all Economic Activities (ISIC), Revision 4, relating to agricultural activities on a fee or contract basis, and provision of agricultural machinery with operators and crew.

- (l) To carry on the business of renting and leasing of other machinery, equipment and tangible goods as per Class 7730 of the International Standard Industrial Classification of all Economic Activities (ISIC), Revision 4, relating to renting and operational leasing of agricultural and forestry machinery and equipment without operator.
- (m) To carry on the business of warehousing and storage as per Class 5210 of the International Standard Industrial Classification of all Economic Activities (ISIC), Revision 4, relating to operation of storage and warehouse facilities for all kind of agricultural products.
- (n) To carry on the business of wholesale of agricultural machinery, equipment and supplies as per Class 4653 of the International Standard Industrial Classification of all Economic Activities (ISIC), Revision 4.
- (o) To carry on business as a general commercial company.
- (p) To obtain all necessary permits and licences required for the purpose of enabling the Company to carry on its business upon such terms and conditions as may be acceptable to it.
- (q) To secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit and, in particular, by legal and equitable mortgages and charges upon the undertaking and all or any of the property and assets (present and future) and the uncalled capital of the Company or by the creation and issue on such terms and conditions as may be thought expedient of debentures, debenture stock or other securities of any description.
- (r) To open accounts with any bank or banks and to draw, make, accept, endorse, execute, issue, negotiate and discount cheques, promissory notes, bills of exchange, bills of lading, warrants, deposit notes, debentures, letter of credit and other negotiable instruments and securities.
- (s) To acquire by concession, grant, tender, purchase, barter, licence or registration, either absolutely or conditionally and either solely or jointly with others, any lands, buildings, machinery, plants, equipment, privileges, rights, licences, trademarks, patents, and other movable and immovable property of any description which the Company may deem necessary or desirable or which may seem to the Company capable of being turned to account, subject to any permission as required under the law, and to purchase, take on lease or in exchange, hire or otherwise acquire any property, movable or immovable, or any interest therein and any rights or privileges which the Company may think necessary or convenient for the purposes of its business, and in particular any land or buildings, and to pay for such properties, rights and privileges, either in cash or in stock or shares of the Company or partly in cash and partly in stock or shares or otherwise.
- (t) To invest surplus money of the Company in shares, stocks, debentures, debenture stocks or securities of any company, or in any investments, participation, term finance certificates or any government securities in such manner as may from time to time be decided by the directors.
- (u) To enter into hire, hire purchase and other agreements in respect of goods or articles dealt with and services supplied to or by the Company and to negotiate, assign, mortgage or pledge for cash or otherwise any such agreements or any payments or rights accruing thereunder.
- (v) To enter into any arrangements with any governments, parastatals or authorities, supreme, municipal, local or otherwise, that may seem conducive to the Company's objects or any of them, and to obtain from any such government, parastatal or authority

any contracts, rights, privileges or concessions which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, contracts, rights, privileges and concessions.



- (w) To adopt such means of making known the activities and products of the Company as may seem expedient, and in particular by advertising in the press, on radio, cinema or television, by social media, by circular, by purchase and exhibition of works of art or interest, by publication of books and periodicals and by granting prizes, rewards and donations.
- (x) To carry out joint venture agreements with other companies or entities wherever situated, within the scope of the objects of the Company.
- (y) To acquire, carry on and undertake all or any part of the business, property or liabilities of any person or company carrying on business similar to that which the Company is authorised to carry on, or carrying on any business capable of being conducted so as directly or indirectly to benefit the Company, or possessed of rights or property suitable for any of the purposes of the Company, and to purchase, acquire, hold, sell and deal with the shares and securities of any such person or company.
- (z) To establish, promote or assist in establishing or promoting and subscribe to or become a member of any association or club whose objects are similar or in part similar to the objects of this Company or the establishment or promotion of which may be beneficial to the Company, as permissible under the law.
- (aa) To sell the property and undertaking of the Company or any part thereof, for such consideration as the Company may think fit, including in exchange for shares, debentures or securities of any other company or entity.
- (bb) To promote any other company for the purpose of acquiring all or any of the property and liabilities of the Company, or for any other purposes, which may seem directly or indirectly calculated to benefit the Company, and to subsidise or otherwise assist any such company.
- (cc) To amalgamate with any other company having objects altogether or in part similar or those of the Company.
- (dd) To act as representatives, for any person, firm or company and to undertake and perform sub-contracts, and also act in the business of the Company alone or in collaboration with or others through or by means of agents or sub-contractors or otherwise.
- (ee) To conduct, encourage, promote, support, arrange and organize seminars, symposiums, exhibitions, fairs, conferences, lectures, demonstrations and other similar activities for promotion of sales or other business interests of any person, companies, firms, individuals, associations, local or government bodies, foreign governments, and international agencies for and on behalf of customers and for that purpose to carry out market surveys, researches, training programs and other activities.
- (ff) To distribute any of the property of the Company among the Members in specie or in kind.
- (gg) To purchase or otherwise acquire any patents, brevets d' invention, licence, concessions and the like, conferring any exclusive or non-exclusive or limited rights to use any invention which may seem capable of being used for any purpose of the Company, or the acquisition of which may seem calculated directly or indirectly, to benefit the Company and to use, exercise, and develop, or grant licences in respect of, or otherwise turn to account, the property and rights so acquired.

- (hh) To sell, improve, manage, develop, lease, transfer, mortgage, pledge, exchange or otherwise dispose of the whole or any part of the property, rights or the undertaking of the Company, either together or in portions for such consideration as the Company may think fit and in particular, for shares, debenture-stock or securities of any Company purchasing the same or to any other legal entity or person, by other means, permissible under the law.
- (ii) To acquire and hold shares, stocks, debentures, debenture stock, bonds, obligations and securities issued or guaranteed by any company and debentures, debenture stock, bonds, obligations and securities issued or guaranteed by any government, sovereign ruler, commissioners, public body or authority, supreme, municipal, local or otherwise. To acquire any such shares, stocks, debentures, debenture stock, bonds, obligations or securities by original subscription, tender, purchase, exchange or otherwise, and to subscribe for the same, either conditionally or otherwise and to exercise and enforce all rights and powers conferred by or incident to the ownership thereof.
- (jj) To cause the Company to be registered or recognized in any foreign country and carry on its business activities in any part of the world.
- (kk) To pay all costs, charges and expenses, if any, incidental to the promotion, formation, registration, and establishment of the Company.
- (ll) To do all such of other things as may be conducive or incidental to the attainment of the above objects.
- (mm) To do all or any of the things mentioned herein in Tanzania or any part of the world.
- (nn) The objects set forth in any sub-clause of this Clause shall not be restrictively construed, but the widest interpretation shall be given thereto, and they shall not, except when the context expressly so requires, be in any way limited to or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have full power to exercise all or any of the powers and to achieve or to endeavour to achieve all or any of the objects conferred by and provided in any one or more of the said sub-clauses.

4. The liability of the Members is limited.

5. The share capital of the Company is Tanzania Shillings one hundred million (TZS 100,000,000/-) divided into one hundred thousand (100,000) ordinary shares of Tanzania Shillings one thousand (TZS 1,000/-) each, with the rights and privileges and conditions respectively attached thereto as may from time to time be conferred by the regulations of the Company with powers to increase or to reduce its capital and to divide the share capital of the Company from time to time into several classes and attach thereto such preferential, deferred, qualified or special rights, privileges or conditions as may be determined by or in accordance with the regulations of the Company and to vary, modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the regulations of the Company.

WE, the several persons whose names 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.

Name & postal address of subscribers	Number of shares taken by each subscriber	Signature of subscribers
<p>1. <b>BBP Holdings Ltd</b>            Twenty-Three Magnolia Hills,            Kiwara Road, Westlands, P.O.            Box 73003 - 00507, Nairobi,            Kenya.</p>	<p>99,999</p>	<p><i>[Signature]</i>            Signature            Name: <b>GEORGE MAMUNDEKHAL SHAIH</b>            Director  <i>[Signature]</i>            Signature            Name: <b>CONRAD NYUKURI</b>            Director</p> 
<p>2. <b>PAPPILIO INVESTMENTS LIMITED</b>            Twenty-Three Magnolia Hills,            Kiwara Road, Westlands, P.O.            Box 73003 - 00507, Nairobi,            Kenya.</p>	<p>1</p>	<p><i>[Signature]</i>            Signature            Name: <b>GEORGE MAMUNDEKHAL SHAIH</b>            Director  <i>[Signature]</i>            Signature            Name: <b>CONRAD NYUKURI</b>            Director/Secretary</p> 
<p><b>Total Number of Shares</b></p>	<p><b>100,000</b></p>	

Dated this .....17<sup>th</sup>..... day of .....April.....2025.

**WITNESS TO THE ABOVE SIGNATURES:**

Signature: ..........

Names in Full: .....ANGELINA D. MEDINA.....

Address: .....P.O. Box 96232, Davao.....

Occupation: NOTARY PUBLIC/COMMISSIONER FOR OATHS

