

**THE COMPANIES ACT, 2002**

**COMPANY LIMITED BY SHARES**

*Certified as a True Copy of the Original*  
*Sign: M'ghwani* *Date: 28/04/2022*  
**MARIAM NGHWANI**  
*Advocate, Notary Public & Commissioner for Oaths*

**MEMORANDUM**

**AND**

**ARTICLES OF ASSOCIATION**

**OF**

**UNION MEAT ABATTOIRS LIMITED**

**Incorporated this ..... day of ..... 2022**

**DRAWN BY:**

**MARY PAUL NG'HWANI**

**(SUBSCRIBER)**

**P.O. BOX 9104**

**DAR-ES -SALAAM,**

**THE COMPANIES ACT, 2002**

**COMPANY LIMITED BY SHARES**

**MEMORANDUM OF ASSOCIATION**

**OF**

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**UNION MEAT ABATTOIRS LIMITED**

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1. The name of the Company is **UNION MEAT ABATTOIRS LIMITED**
2. The registered office of the Company will be situated in the United Republic of Tanzania.
3. The objects for which the Company is established shall include but not limited to the following: -
  - 3.1. to carry on the business of processing of the products of agriculture and fishing into food for humans or animals, manufacture of crude and refined oils and fats from vegetable or animal materials and processing of products associated with meat or vegetables of greater or lesser value
  - 3.2. to operate slaughterhouses engaged in killing, dressing or packing meat to include beef, pork, paltry and generally deal in production of meat products of all kinds and description.
  - 3.3. To carry on business of selling, importing and exporting, transporting processed meat of all kinds.
  - 3.4. to manufacture dairy products of all kinds and description and to manufacture grain mill products, starches and starch products.
  - 3.5. to sell or dispose of the undertaking or any property or assets of the company for such consideration as may be thought fit, including the share or loan capital or other obligations of anybody corporate;
  - 3.6. to guarantee, grant indemnities in respect of, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the company or by both such methods, the performance of the contracts or obligations and the repayment or payment of the principal and premium of and interest and dividends on any securities or obligations of any company whether having objects or engaged or intending to engage in business similar to those of the company or not, notwithstanding the fact that the company may not receive any consideration or advantage, direct or indirect, from entering into any such guarantee or other arrangement or transaction contemplated herein;
  - 3.7. to enter into partnership, or into any arrangements for sharing profits, union of interests, or cooperation with any person, partnership or company

carrying on or about to carry on any business which this company is authorized to carry on, or any business or transaction capable of being conducted so as directly or indirectly to benefit the company, and to take, otherwise acquire and hold stock or shares in such company

- 3.8. to borrow and raise money and 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 mortgages and charges upon all or any part of the undertaking, property and assets (present and future) and the uncalled capital of the company, or by the creation and issuance of debentures, debenture stock or other securities of any description;
- 3.9. to do all or any of the above things either alone or as a member of a partnership, trading group or consortium, and in any part of the world and to impart training to the workers, employees, tradesman and other disciplines and to the general public with or without collecting fees or payment of stipend;
- 3.10. **to carry on any other business or activity of whatsoever nature** which may seem to the Directors of the company to be capable of being conveniently or advantageously carried on, in connection or conjunction with, any business of the Company hereinbefore or hereinafter authorized or otherwise utilizing the Company's assets, skills, know-how or expertise as the Directors consider fit;
- 3.11. to do all such other things as are incidental or the Company may think conducive or incidental to the attainment of the above objects and to obtain all powers and authorities necessary to carry out or extend the above objects;

AND it is hereby declared that: -

- (i) The objects set forth in this clause shall not, except when the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any sub-clause or any name of the Company. None of such sub-clause or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or auxiliary merely to the object mentioned in the first sub-clause of this clause and the Company shall have full power to exercise all or any of the powers conferred by any part of this clause in any part of the world and notwithstanding that the business undertaking, property or acts proposed to be transacted, acquired, dealt with or performed do not fall within the objects of the first sub-clause of this clause; and
- (ii) The word "**Company**" in this clause, shall be deemed to include any partnership or other body or persons, whether incorporated, and whether domiciled in the United Republic of Tanzania or elsewhere and the intention is that the objects specified in each paragraph of this clause shall except where otherwise expressed in such paragraph, be an independent main object and be in no way limited or restricted by reference to or inference from the terms of any other paragraph or


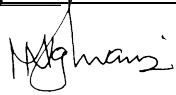
the name of the Company and may be carried out in as full and ample manner and construed in as wide a sense as if each of the said paragraphs defined the object of a separate and distinct company.

4. The liability of the members of the Company is limited.
5. The authorized share capital of the Company is Tanzania Shillings Two Hundred Million (Tsh 200,000,000) divided into Two Hundred Thousand (200,000) Ordinary Shares of Tanzania Shillings one thousand each (Tsh 1,000) each, with power to increase or reduce the capital, to consolidate or sub-divide the share into shares of larger or smaller amount and to issue all or any part of the said capital.

The Company has power to increase or reduce the said capital and to issue any part of its capital, original or increases with or without any reference, priority or special privilege or subject to any postponement of rights to any conditions or restrictions; and so that unless the conditions of issue shall otherwise expressly declare, every issue of shares, whether declared to be preference or otherwise, shall be subject to the power hereinbefore contained.

The shares in the original or any increased capital may be divided into several classes and there may be attached thereto respectively, any preferential, deferred or special rights, privileges, conditions or restrictions as to divided capital.

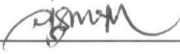
We, the several persons whose names and addresses are subscribed below, are desirous of being formed into a Company, in pursuance of this Memorandum of Association and we respectfully agree to take the number of shares in the capital of the Company set opposite to our respective names.

Names, Addresses and Description of Subscribers	Number of shares taken by each subscribers	Signature of subscribers
ANDREW MUTHUI GUTHUA DONLOHM, GREEN PARK NAIROBI, KENYA.	60000	
MOISSANITE HOLDINGS (TZ) LIMITED P.O. BOX 9104 DAR ES SALAAM	70000	Signature:  Name: <u>MARIAM FEISAL NGHWANI</u> Address: <u>BOX 9104, DAR ES SALAAM</u> Qualification: Director

		Signature: <u></u> Name: <u>MARY PAUL NGHWANI</u> Address: <u>BOX 9104, DAR ES SALAAM</u> Qualification: <u>Director/Secretary</u>
MOISSANITE COMPANY LIMITED OFFICE NO. 13, 2 <sup>nd</sup> FLOOR SAGRET SUITES, MILIMANI NAIROBI, KENYA,	70000	Signature: <u></u> Name: <u>DAVID MOREMA OBANGI</u> Address: <u>KITENGELA, NAIROBI, KENYA</u> Qualification: <u>Director</u> Signature: <u></u> Name: <u>DOREEN GACHERI MUGAMBI</u> Address: <u>LANGATA, NAIROBI, KENYA</u> Qualification: <u>Director/Secretary</u>

Dated at Dar es Salaam this 3<sup>rd</sup> day of March 2022

**Witness to the above signatures:**

Signature:   
 Name: DISMAS J. MALLYA  
 Address: P.O. BOX, 32619, DJM.  
 Qualification: **Advocate/Notary Public**



Certified as a True Copy of the Original  
Sign: *Mariam Nghwani* Date: 28/04/2022  
MARIAM NGHWANI  
Advocate, Notary Public & Commissioner for Oaths

**COMPANIES ACT, 2002**  
**COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**

OF

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**UNION MEAT ABATTOIRS LIMITED**

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**Preliminary**

**1. Table A**

The Regulations contained in Table A shall, except where they are modified or excluded by these Articles or are inconsistent herewith, apply to the Company and, subject to any such modification, exclusions or inconsistencies, shall together with these Articles constitute the Articles of Association of the Company to the exclusion of any other regulations or articles of association.

**2. Interpretation**

In these Articles, the following words have the following meanings:

**“Act”** means the Companies Act, 2002 as amended from time to time;

**“Articles”** means these Articles of Association as amended from time to time

**“Table”** means Table A in the Schedule to the Companies Act, 2002. Save as otherwise specifically provided in these Articles, words and expressions which have the particular meanings in Table A shall have the same meanings in these Articles; and

**“Regulations”** means Regulations contained in Table A to the Act.

References in these Articles and in Table A to writing shall be construed as including references to any method of representing or reproducing words in a legible and non-transitory form.

Words denoting the singular shall include the plural and vice versa. Words denoting the masculine shall include the feminine. Words denoting persons shall include the body corporate and unincorporated associations.

Headings in these Articles are for convenience only, they shall not affect the interpretation hereof.

## **Share Capital**

### **3. Amount of Share Capital**

The authorized share capital of the Company is Tanzania Shillings Two Hundred Million (Tsh 200,000,000) divided into Two Hundred Thousand (200,000) Ordinary Shares of Tanzania Shillings One Thousand each (Tsh 1,000) each.

### **4. Issue of shares and form of share certificate**

4.1. No shares in the Company or any right to subscribe for or convert any security into shares in the Company shall at any time be allotted unless seven (7) days' notice before that allotment, to every shareholder for the identity of the proposed allottee expires.

4.2. Every share certificate shall be executed by the Company in such manner as the directors may decide (which may include the use of the seal or manual or facsimile signatures by one or more directors) and shall specify the number of shares to which it relates and the amount paid up on those shares.

### **5. Directors' Authority**

The directors are authorized to exercise all powers of the Company to allot relevant securities, but only if the allotment otherwise conforms to the requirements of these Articles. The maximum nominal amount of relevant securities which may be allotted under this authority shall be the nominal amount of an unissued share capital at the date of adoption of this Article or such other amount as may from time to time be authorized by the Company in the general meeting.

## **Transfer of shares**

### **6. Restrictions of Transfers**

No member shall sell, transfer, assign, pledge, charge or otherwise dispose of any share or any interest in any share except with the prior written consent of all other members of the Company for the time being.

### **7. Directors' Right to Refuse Registration**

The directors may in their absolute discretion and without assigning any reason therefore refuse to register any transfer of shares (not being fully-paid shares) to a person of whom they do not approve or of a share on which the Company has a lien.

## **General Meetings**

8. Regulations 37 to 53 shall apply subject to the following variations;
- 8.1. Two thirds (2/3) of all members present either in person or by proxy shall form a quorum.
  - 8.2. Any ordinary resolution of the Company determined without a general meeting but signed by two thirds (2/3) of all members of the Company shall be valid and effectual as if it is passed in a duly constituted and convened general meeting.
  - 8.3. For the purposes of this Article, a Member shall be deemed to be present at any meeting if the Member is able to hear and understand all the proceedings of the meeting and be heard by all present by way of a telephone, video conferencing or other suitable means of communication and such Member indicates his/her willingness for the meeting to proceed on that basis.
  - 8.4. The requirement of quorum specified in Articles 8.1 and 8.2 shall only apply where the number of members of the Company is above three (3). In the circumstances where the number of members is less than three (3), the quorum for a meeting shall be all members present.

9. **Adjourned General Meeting**

If a quorum is not present within half an hour of the time appointed for a general meeting, the meeting shall be adjourned to such day and at such time and place as the directors may determine and if a quorum is not present within half an hour from the time appointed for the adjourned meeting, the members present shall pass a resolution as if the quorum was duly constituted.

10. **Votes**

Subject to any rights or restrictions attached to any shares and to any other provisions of these Articles, at a general meeting, on a show of hands, every member present in person shall have one vote, and on a poll, every member present in person or by proxy shall have one vote for each share of which he/she is the holder.

The chairman shall have a second or casting vote. Regulation 53 shall apply accordingly.

**Proxies**

11. **Deposit and Form of Proxy**

- 11.1. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointer and in any common form or in such other form as the directors may approve, and the directors may at their discretion treat a

faxed or other machine - made copy of an instrument in any such form as an original copy of the instrument.

- 11.2. The instrument of proxy shall, unless the contrary is stated in it, be valid for any adjournment of the meeting as well as for the meeting to which it relates, and shall be deemed to include an authority to vote as the proxy thinks fit on any amendment of a resolution put to the meeting for which it is given.
- 11.3. In this Article and for the purposes of Regulation 63, “address” in relation to electronic communications include any number or address used for the purpose of such communication.
- 11.4. The instrument appointing a proxy and (if required by the directors) any authority under which it is executed or a copy of the authority (certified naturally or in any other manner approved by the directors) may be delivered to the registered office, or to some other place or to some person specified or agreed by the directors, before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to act or, in case of a poll taken after the date of the meeting or adjourned meeting, before the time appointed for the taking of the poll, and an instrument of proxy which is not so delivered shall be invalid

## **Directors**

### **12. Number of Directors**

Unless and until the company shall otherwise determine by a special resolution:

- 12.1. The number of Directors shall not be less than two (2) and shall not be subject to any maximum number.
- 12.2. The following shall be first directors of the Company;
  - 12.2.1. Mariam Feisal Nghwani
  - 12.2.2. Mary Paul Ng'hwani
  - 12.2.3. David Morema Obangi
  - 12.2.4. Andrew Muthui Guthua
  - 12.2.5. Doreen Gacheri Mugambi
- 12.3. Future Directors shall be appointed as provided in these articles.

### **13. Share qualification**

No shareholding qualification for directors shall be required.

**14. Directors' Remuneration**

Any director who serves on any committee, or who otherwise performs services which in the opinion of the directors are outside the scope of the ordinary duties of a director, may be paid such extra remuneration by way of salary, commission or otherwise or may receive such other benefits as the directors may determine. Regulation 81 shall be applied accordingly.

**Appointment and Removal of Directors**

**15. Appointment and Retirement of Directors**

The Company may by ordinary resolution appoint a person who is willing to act/to be a director either to fill a vacancy or to be an additional director. Regulation 84 and 85 shall apply to this Article accordingly.

**16. Vacation of office**

The Company may by ordinary resolution, remove any director from office. Any director who is an employee of the Company and who ceases to be an employee shall be removed at the office from the date on which his/her employment ceases. Regulation 86 shall apply accordingly.

**Appointment and Removal of Alternate Directors**

**17. Appointment of Alternate Directors**

17.1. Any director (other than an alternate director) may appoint any person (whether or not a director) to be an alternate director and may remove from office an alternate director appointed by him.

17.2. In these Articles, where the context so permits, the term 'director' shall include an alternate director appointed by a director. A person may be appointed as an alternate director by more than one director.

17.3. The appointment of an alternate director shall determine on the happening of any event which if he were a director would cause him to vacate such office or if the director of whom he is the alternate ceases to be a director.

**18. Attendance and Notice of Meetings**

18.1. An alternate director shall be entitled to receive notice of all meetings of the directors and of all meetings of committees of directors of which the appointor is a member, to attend and vote at such meetings at which the director appointing him is not personally present, and generally to perform all functions of his appointor as a director in his absence. An alternate director who is already a director of the Company in his own right, will also be a director (and may vote) in his own right.

18.2. A resolution or document signed by an alternate director need not to be signed by his appointor and, if it is signed by his appointer, it need not be signed by the alternate director in that capacity.

19. **Alternate Directors' Remuneration**

An alternate director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent as if he was a director but shall not be entitled to receive from the Company any fee in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the director appointing him as an alternate director may by notice in writing to the Company from time to time direct.

**Meetings and Proceedings of Directors**

20. **Proceedings of Directors**

Subject as provided in these Articles, the directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.

21. **Notice of Board Meetings**

21.1. A director may, and the secretary at the request of a director call a meeting of directors.

21.2. A director whose registered address is not within Tanzania shall be entitled to have notices sent to him as if he was a director with a registered address within Tanzania.

21.3. Notice for meetings of the directors shall be deemed to be properly given to a director if it is given to him personally or by word of mouth or sent in writing (including by e-mail) to him at his last known address or any other address given by him to the Company for this purpose, or by any other means authorized in writing by the director concerned.

21.4. A director may waive notice of any meeting either prospectively or retrospectively.

21.5. The parties will ensure that at least seven (7) days' notice of a meeting of directors is given to all directors entitled to receive the notice accompanied by:

21.5.1. An agenda specifying in reasonable detail the matters to be raised at the meeting; and

21.5.2. Copies of any papers to be discussed at the meeting.

- 21.6. A shorter period of notice of a meeting of directors may be given if a majority of directors agree in writing.
- 21.7. Matters not on the agenda may not be raised at a meeting of directors, or business conducted in relation to those matters, unless all directors agree in writing.

**22. Telephone Board Meetings**

The directors, any committee of the directors, shall be deemed to meet together if, being in separate locations, they are linked by conference telephone or other electronic communication equipment which allows those participating to hear and speak to each other. 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 is situated.

**Directors' Interest and Disclosure of Information**

**23. Directors' Interests**

A director who to his knowledge 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 the Act. Subject, where applicable, to such disclosure, a director shall be entitled to vote in respect of any contract or proposed contract in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present.

**Notices and Time of Service**

**24. Notices**

- 24.1. A member whose registered address is not within Tanzania shall be entitled to have notice sent to him as if he was a member with a registered address within Tanzania. Regulation 59 shall not apply to this Article.
- 24.2. Any notice or other documents may be served on, or delivered to any member by the Company either personally, or by sending it by courier addressed to the member at his registered address or by fax to a number provided by the member for this purpose, or by leaving it at his registered address addressed to the member, or by any other means authorized in writing by the member concerned.

**25. Time of Service**

- 25.1. Any notice or other document if given personally or sent by courier, shall be deemed served when delivered; and if sent by fax, shall be deemed served when dispatched. In proving such service or delivery, it shall be sufficient to prove that the notice or document was delivered to the address given for

notice, or, in the case of a fax, such fax was duly dispatched to a current fax number of the addressee.

- 25.2. Any requirement in these Articles or in Table A for any notice, resolution or other document to be signed by, or on behalf of any person shall be deemed satisfied where a notice, resolution or other document is received with the signature of the relevant person reproduced thereon by means of facsimile copy if such signature is confirmed by receipt of the notice, resolution or document bearing the original signature in manuscript.

## 26. **Borrowing and Guarantee Powers**

- 26.1. The Directors may exercise all 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 security for any debt, liability, or obligation of the company or of any third party; and,

- 26.2. The Directors may also guarantee, grant indemnities in respect of, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the company or by both such methods, the performance of the contracts or obligations and the repayment or payment of the principal and premium of and interest and dividends on any securities or obligations of any company whether having objects or engaged or intending to engage in business similar to those of the company or not, notwithstanding the fact that the company may not receive any consideration or advantage, direct or indirect, from entering into any such guarantee or other arrangement or transaction contemplated herein.

## 27. **Indemnity**

Every Director, agent, auditor, secretary and any other officer of the company shall be entitled to be indemnified by the company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto and none shall be liable for the acts, receipts, neglects or defaults of others or for joining in receipts for the sake of conformity or for any other loss, misfortune or damage that may happen in the execution of their respective offices or trusts or in relation thereto unless the same shall happen by or through their own willful neglect or default in connection with any application in which relief is granted to him by the Court.





## 28. **Arbitration**

If and whenever any dispute or difference shall arise between the Company and any of the members or their respective representatives touching upon the construction or meaning of any of the Articles herein contained or any act matter or thing made or done or omitted to be done or with regard to the rights or liabilities arising

hereunder or arising out of the relations existing between the parties by reason of these Articles or the Act, such differences shall be referred to a sole arbitrator jointly agreed by the parties and in case of a disagreement, by sole arbitrator appointed by the Tanganyika Law Society. The procedure for arbitration shall be as laid down in the Arbitration Act (Cap 15) as may be amended from time to time.

**29. Alteration or Additions**


Subject to the provisions of the Act and to those contained in the Memorandum of Association, the Company may by a special Resolution make alterations or additions to the Articles of Association and any such alterations or additions so made shall be as valid and effectual as if originally contained in these articles and be subject in like manner to alteration by special Resolution.

<b>Names, Addresses and Description of Subscribers</b>	<b>Number of shares taken by each subscribers</b>	<b>Signature of subscribers</b>
ANDREW MUTHUI GUTHUA DONLOHM, GREEN PARK NAIROBI, KENYA.	60000	
MOISSANITE HOLDINGS (TZ) LIMITED P.O. BOX 9104 DAR ES SALAAM	70000	Signature:  Name: <u>MARIAM FEISAL NGHWANI</u> Address: <u>BOX 9104, DAR ES SALAAM</u> Qualification: Director  Signature:  Name: <u>MARY PAUL NGHWANI</u> Address: <u>BOX 9104, DAR ES SALAAM</u> Qualification: Director/Secretary
MOISSANITE COMPANY LIMITED OFFICE NO. 13, 2 <sup>nd</sup> FLOOR SAGRET SUITES, MILIMANI NAIROBI, KENYA,	70000	Signature:  Name: <u>DAVID MOREMA OBANGI</u> Address: <u>KITENGELA, NAIROBI, KENYA</u> Qualification: Director

		Signature: <u></u> Name: <u>DOREEN GACHERI MUGAMBI</u> Address: <u>LANGATA, NAIROBI, KENYA</u> Qualification: Director/Secretary
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Dated at Dar es Salaam this 3<sup>rd</sup> day of March 2022

Witness to the above signatures:

Signature:   
Name: DISMAS I. MALLYA  
Address: P.O. Box 32619, DSM.  
Qualification: Advocate/Notary Public

