

THE COMPANIES ACT, 2002

(LAW OF TANZANIA)

COMPANY LIMITED BY SHARES

Memorandum

and

Articles of Association

of

**AFYA WHEAT FLOUR
LIMITED
(A PRIVATE COMPANY)**

Incorporated this day of 20....

Drawn by:

Ameir Nahdi
(subscriber)

P.O Box 20381,
Dar es salaam.

**THE COMPANY ACT, 2002
(LAWS OF TANZANIA)**

COMPANY LIMITED BY SHARES

**MEMORANDUM OF ASSOCIATION
OF
AFYA WHEAT FLOUR LIMITED**

- I.** The name of the Company is **AFYA WHEAT FLOUR LIMITED**.
- II.** The registered office of the company will be situated in Tanzania
- III.** The Object for which the company is established is to carry on business of
1. To acquire and take over the business now carried on under the name and style of AFYA WHEAT FLOUR together with all its assets and liabilities.
 2. 1061 - Manufacture of grain mill products
 3. 1104 - Manufacture of soft drinks; production of mineral waters and other bottled waters
 4. 1010 - Processing and preserving of meat
 5. 1020 - Processing and preserving of fish, crustaceans and molluscs
 6. 1030 - Processing and preserving of fruit and vegetables
 7. 1040 - Manufacture of vegetable and animal oils and fats
 8. 1050 - Manufacture of dairy products
 9. 1062 - Manufacture of starches and starch products
 10. 1071 - Manufacture of bakery products
 11. 1072 - Manufacture of sugar
 12. 1073 - Manufacture of cocoa, chocolate and sugar confectionery
 13. 1075 - Manufacture of prepared meals and dishes
 14. 1079 - Manufacture of other food products n.e.c.
 15. 1074 - Manufacture of macaroni, noodles, couscous and similar farinaceous products
 16. 1080 - Manufacture of prepared animal feeds
- IV.** The Liability of the members is Limited.
- V.** The share capital of the company is Tanzania shillings One Billion (1,000,000,000/=), divided into One Hundred Thousand (100,000) Ordinary shares of Tanzania shillings Ten Thousand (10,000/=) each and the company shall have power to increase its capital and to divide the shares in its capital for the time being into several classes of stock or shares and to attach thereto respectively such preferential, deferred or in accordance with the Articles of Association of the company.

THE COMPANIES ACT 2002
(LAW OF TANZANIA)

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
OF
AFYA WHEAT FLOUR LIMITED

TABLE A

1. The regulations in Table A in the first schedule to the Companies Act 2002 shall not apply to the Company save if the same is repeated or contained in these articles.

INTERPRETATION

2. In these Articles unless the context otherwise requires, expressions defined in the Companies Act 2002 shall have the meaning so defined and the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof namely.

Words.	Meanings
"Act"	the Companies Act 2002 or any statutory re-enactment or Modification thereof for the time in force and reference to any section or provisions of the act shall include reference to any statutory re- enactment or modification of such section or provision for the time being in force;
"Articles"	these Articles of Association of AFYA WHEAT FLOUR LIMITED;
"Auditors"	the duly appointed auditors of the company from time to time;
"Boards "	the boards of Directors of the company or the
	Director Present at a duly convened meeting of Directors at which quorum has been attained;
"Chairman"	the chairman of the company
"Company" LIMITED;	means AFYA WHEAT FLOUR
"Director "	the directors for the time being of the Company or if there be only one Director then such one Director
"Dividends"	any distribution (whether in cash or property and whether

Made before or during a winding up) by the company to any member with respect to a members equity interest in the Company.

"Member"	A registered shareholder in the company
"Memorandum"	the memorandum of Association of the company
"Month"	calendar month
"Object"	the objects of the company
"Office"	the registered office of the Company
"Quorum"	(in the case of Board meetings) two (2) Directors as the Minimum number of Directors who must be present at a meeting in order for business to be transacted
"Seal"	the common seal of the company
"Year"	the financial year as determined by the Board of Directors; and
"Writing"	includes printing and lithography and any other mode or modes of representing or producing words in a visible form

PRIVATE COMPANY

3. The company is a private company and accordingly:
- No invitation shall be issued to the public to subscribe for any shares or debentures of the company
 - The number of the members not including persons who are in the employment of the company is limited to fifty (50) members

Provided that for the purpose of this provision, where two or more persons hold one or more shares in the company jointly, they shall be treated as a single members:

- The right to transfer the shares of the company is restricted in the manner hereinafter provided and
- No bearer share warrant shall be issued.

BUSINESS

4. Any business or kind of business which the company is either expressly or by implication authorized to undertake in terms of its objects, may be undertaken by the boards at such time as it shall think fit and further may be suffered by it to be in abeyance whether such branch or kind of business may have been actually commenced or proceeded.

5. The office shall be at such a place in Tanzania as the board shall from time to time appoint.
6. No part of the funds of the company shall directly or indirectly be employed in the purchase or for in loans upon the security of the company's shares provided that nothing in this Article shall prohibit transactions mentioned in the proviso of section 57 (i) of the Act

SHARE CAPITAL

7. The share capital of the company is Tanzania shillings One Billion (1,000,000,000/=), divided into One Hundred Thousand (100,000) Ordinary shares of Tanzania shillings Ten Thousand (10,000/=) each.
8. Without prejudice to any special right previously conferred on the holders of any shares or class of shares any shares in the company (whether forming part of the original capital or not) may be issued with any such preferred deferred or other special right or subject in regards to dividend returns of capital voting or otherwise as the Company may from time to time by resolution, determine or in the case of any shares in respect of which there has been no such determination as the Board may direct.
9. Subject to the provision of section 61 of the any preference shares may be issued on terms that they are, or at the option of the company are to be liable to be redeemed on such and in such manner as the company may by special resolution determine.
10. The company may from to time by ordinary resolution, increase its shares capital by such sum, to be divided into shares of such amount as the resolution shall prescribe.

MODIFICATION OF CLASS OF SHARES

11. All or any of the special right and privileges for the time being attached to any class of shares issued may from time to time (whether or not the company is being wound up) be altered or abrogated with the consent in writing of the holders of not less than three-fourth ($\frac{3}{4}$) of the issued shares of the class or with the sanction of a special resolution passes at a separate general meeting of the holders of such shares to any such separate general meeting all the provisions of these articles as to the general meeting of the company shall mutatis mutandis apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy no less than one third of the issued shares of the class that every holder of shares of the class shall be entitled on a poll to one vote for every such share held by him and that if at any adjourned meeting of such holders a quorum as above defined be not present, those of such holders who are present shall be a quorum.
12. The special rights conferred upon the holders of any shares or class of shares shall not, unless otherwise expressly provided by the conditions of issue of such shares, be deemed to be altered by the creation or issue of further shares taking, *paripassu* therewith.

SHARES

13. Subject to the provisions of these Article, the uninsured shares of the Company shall be at the disposal of the board, which may allot, grant options over or otherwise dispose of them to such terms and conditions as the board may determine, but so that no shares shall be issued at a discount except in accordance with section 60 of the Act.
14. All issues of shares of communication stock, Preferred stock or options or warrants to purchase common or preferred stock or any security convertible in whole or in part into any of the aforesaid shares, options or warrants shall first be offered to all of the members as nearly as may be in proportion to the percentage of the capital stock of the company respectively held by such Member at the date of such offer. Every such offer shall be made in writing by the secretary of the company and shall state that any shares the subject of such offer that are not subscribed by any member will be offered to the other Members in proportion to the shares held by them.
15. If the shares and equity securities of any issue shall not be capable, without division into fractions, of being offered to or being divided among the Members in the proportions above mentioned the same shall be offered to divided among the members as nearly as may be in such proportions and any balance shall be offered to or divided among the Members in such manner as may be reasonable determined by the Board.
16. If all of the shares and equity securities, as the case may be, of any issue are not fully subscribed for within a period of fifteen (15) day after the same are offered to the member the company shall, during the following period of fifteen (15) days, offer all or any of the shares or equity securities not taken up by the members to those member who have accepted their offer in proportion to the shareholdings, and if not subscribed by these members within a period of thirty (30) days after being offered the Company may after the same to any persons as the Board thinks fit, provided that:
 - (a) The price at which such shares or equity securities may be allotted and issued shall be not less than the subscription price initially offered to the Members, and
 - (b) The term of payment and otherwise for such shares or equity securities shall not be more favorable than the terms initially offered to the members.
17. The Company may exercise the powers of paying commissions paid section 56 of the act, provided that the rate or amount of the number of shares which persons have agreed for or greed to be paid and the number of shares which persons have agreed for a commission to subscribe absolutely shall be disclosed in the manner required by the said section, and that such commission shall not exceed ten per cent.(10%) of price at which the shares in respect whereof the same is paid are issued or an amount equal to ten per cent. (10%) of such price (as the case may be). Such commission may be satisfied by the payment of cash or 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 lawful.
18. If any shares of the Company are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or provision of any plant or equipment which cannot be made profitable for a engthened period, the company may, pay interest on so much of such share capital as is for the time

being paid up and may charge the same to capital as part of construction of the work or buildings or the provision of plant.

19. Except as ordered by a court of competent jurisdiction or as by law required, 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 (except only as by these articles or by law otherwise provided) any other right in respect of any share except an absolute right to the entirety thereof in the registered holder.

SHARE CERTIFICATES

20. Every person whose name is entered as a Member in the Register in shall be entitled, without payment, to receive within two months after allotment or lodgment of transfer (or within such other period as conditions of issue shall provide) one certificate for all his shares of such class upon payment of such sum for every certificate after the first as the board shall from time to time determine. In the case of share held jointly by several joint holders shall be sufficient delivery to all. If a member shall sell or transfer part of the shares comprised in his holding he shall be entitled to a certificate for the balance without charge.
21. If shared certificate is deface, lost or destroyed it may be replaced on payment of such fee (if any) as may be determined by the board and indemnity and payment of the out-of-pocket expenses of the company of investigating such evidence as the board may think fit and, in case of defacement, on delivery of the old certificate to the company

LIEN

22. 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 such share, and the company shall also have a first and paramount line and charge on all shares (other than fully paid shares) standing registered in name of a single member or his estate to the company and whether the same shall have been incurred before or after notice to the company of any person other member and whether the time for the payment or discharge of the same shall have actually arrived or not, and notwithstanding that the same are joint debts or liabilities of such member or his estate and any person whether a member or not. The company's lien on a share shall extend to all dividends payable thereon. But the board may at any time declare any share to be wholly or in part exempt from the provisions of this article. Unless otherwise agreed, the registration of a transfer of shares shall not operate as waiver of the company's lien, if, on such shares.
23. The company may sell in such manner as the board may think fit any share on which the company has a line, but no sale shall be made unless some sum in respect of which the lien, exist is presently payable nor until the expiration of fourteen days after a notice in writing stating and demanding payment of the sum presently payable and giving to the holder for the time being of the share or to the person entitled by reason of this death or bankruptcy to the share.
24. The net proceed of sale shall be applied in or towards payment or satisfaction of the debt or liability in respect whereof the line exists so far as the same is

presently payable, and any residue shall (subject to all alike lien for debts. Or liabilities not present payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the time of the sale. For giving effect to any such sale the board may authorize some person to transfer the shares sold to the purchaser shall be registered as the holder of the shares and shall not be bound to see to application of the purchase money, or shall his title to the shares be affected by any irregularity or invalidity in the proceeding in reference to the sale.

CALLS ON SHARES

25. The board may from time to time make call upon the Members in respect of any moneys unpaid on their shares (whether on account of the nominal amount of the shares or by way of premium) and not by condition and allotment thereof made payable at fixed times, provided that no call shall exceed one-fourth of the nominal amount of shares or be payable earlier than month from the date fixed for payment of the last previous call, and each member shall (subject to the company giving to him at least fourteen days notice specifying the time or times and place payment) pay to the company at the time or times place so specified the amount called on this shares. A call may be revoked or postponed as the board may determine.
26. A call be made payable by installments and shall be deemed to have been made at the time when the resolution of the board authorizing the call was passed.
27. The joint holders of shares shall be jointly and severally liable to pay all calls in respect thereof.
28. If a sum called in respect of a shares be not paid before or on the day appointed for payment thereof the person from whom the sum from the day appointed for payment thereof to the time of actual payment at such rate, not exceeding ten per cent. (10) per annum, as the Board may determine, but the Board shall be at liberty to waive payment of such interest wholly or in part.
29. 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 amount of the share or by way of premium, shall for all the purposes of these Articles be deemed to be a call duly made and payable on which, by the term of issue, same becomes payable, and in case of non-payment all the relevant provisions of these Articles as to payment of interest and sences, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
30. The Board may make arrangements on the issue of shares for a difference between the holders in the amount of calls to be paid and in the times of payment.
31. The board may, if think fit, receive from any member willing to advance the same, all or any part of the moneys uncalled and upon any shares held by him and upon all any of the moneys so advanced may (until the same would, but for such advance, become presently payable) pay interest at such rate, as may be agreed upon between the board and the member paying such sum in advance. The Directors may at any time on giving not less than three months' notice in writing to such member repay to him the amounts by which any such advance exceeds the amount actually called up on the shares.

TRANSFER OF SHARES

32. No shareholder shall sell, assign or otherwise transfer any shares without the prior written consent of all the shareholders except as provided herein. In particular, and unless otherwise agreed by all the shareholders in writing, no Shareholder may transfer any of its shares to any person:

- A) Until after the expiry of the period of two (2) years from the date of incorporation of the Company; and
- B) Without first company with all the provisions hereof

In addition each shareholder undertakes to the other (s) not to create or permit to subsist any encumbrance over or upon the shares held up it, any right in connection with the shares held by it from time to time, or any claim or rights against the company in favor of any third part without the prior written consent of the other shareholders.

33. Subject to Article 32, a shareholder proposing to transfer all or some only of its Shares or any rights to its Shares in accordance with the provisions of this Article 33:

- A) Any Shareholder proposing to transfer all or some of this shares (the "proposing Transferer") shall give notice in writing (a "transfer notice") to the Board stating that the proposing Transfer Notice shall additionally contain full and complete details of the proposed bona fide arms' length offer to purchase receive by the proposing Transferor from a prospective purchase (the "Third Party Purchaser") including the price proposed to be paid by the third party purchase reduced by twenty percent.(20%) (the prescribed price and the original non-reducing price offered by the third party purchaser shall be called the "Original Third Price and the other terms and conditions required by the third party purchaser in connection with the proposed purchase of the transfer Shares (the Third party terms);
- B) The Transfer Notice shall constitution the company (acting by its Board) as the agent of the proposing Transferor empowered to sell the transfer shares (together with all rights attaching thereto at the date of the transfer Notice or at any time the after) during the offer period (as defined below) at the prescribed price and the Third party Terms. Once given, transfer Notice may not be revoked except with the consent of the Board.
- C) Within fourteen (14) days after receipt of any Transfer Notice the Board shall serve a copy of that Transfer Notice on all the other Shareholders (Other than any member who has given a Transfer Notice in respect of the Transfer Notice) (the "Transfer Shareholders);
- D) The Transfer Notice shall offer the transfer Shares for purchase at the prescribed price and on the third party terms and shall specify
 - a) The total number of transfer Shares;
 - b) The number if transfer Shares offered to each transferee Shareholder ("Pro -rate Entitlement) which shall be such number

of shares as nearly as may be in proportion to their existing holding of shares, such existing holding being determined as of the date immediately prior to the date of the transfer Notice (Record Date)

- c) A period (being not more than ninety (90) days (the Offered period) within which the offer must be accepted or shall lapse and shall be accompanied by a form of application for use by each Transferee Shareholder in applying for either:
 - i) His Pro-Rata Entitlement;
 - ii) Such number of transfer shares that is less than his Pro-Rata Entitlement; OR
 - iii) His Pro-Rata Entitlement and any shares in excess of such Entitlement which he wishes to purchase (shares excess);
 - iv) The purchase price in respect of the transfer shares which shall be the prescribed price; and
- d) Whether the Transferor is prepared to accept that only some of the Transferor Shares in the may be purchased by the Transferee Shareholders;
- e) Upon the expiry of the offer period, the Board shall allocate the Transfer Shares in the following manner:
 - i) the Pro-rata Entitlement to each Transferee Shareholder who has indicated that he would purchase his Pro-rata Entitlement;
 - ii) If any Transferee Shareholder has applied for less than his Pro-rata for by such Transferee Shareholder (constituting a portion of the Pro-rata Entitlement of such Transferee Shareholder), such shares shall be allocated to the Transferee Shareholders who have applied for excess for Excess Shares in proportion to the number of Shares held by them at the Record Date and any remaining shares shall thereafter be allocated to those Transferee Shareholders willing to take up such remaining Shares in proportion to the number of Shares held by them at the Record Date;
- f) If any Transfer Shares not be capable of being offered to Shareholders in proportion to their existing holdings without fraction, then as many of such shares as possible shall be offered in such to Shareholders in proportion to their existing holdings and the remainder shall be offered in such proportions or in such manner as may be lots drawn in such manner as the Directors may think fit;

g) If, by the foregoing procedure, the Board shall receive acceptances in respect of all or some of the Transfer shares the Board shall forthwith give notice in writing (Accept Notice) to the proposing Transferor and to each Transferee Shareholder who has agreed to purchase the same (the purchasers and purchasers shall be construed accordingly) and the proposing Transferor (whose receipt shall be a good discharge to the purchaser, the company and Board none of whom shall be bound to see to the application thereof) to Transfer to the purchaser those Transfer shares accepted by the purchaser. Purchaser the number of Transfer shares agreed to be the board for the completion of the purchase (being not less than accept Notice). Subject to the giving of such acceptance notice the Purchaser of the Transfer shares shall be completed at the time and place appointed by the Directors.

34. If proposing Transferor shall fail or refuse to Transfer any Transfer shares pursuant to the provision hereof to the Purchase (s) the Board may authorize some person to execute and deliver on the proposing Transferor's behalf the necessary instrument of transfer shares and the company may receive and hold (without being liable for the loss thereof or to account for cause the purchaser (s) to be registered as the holder of members, the validity of the proceedings shall not be questioned by any person whatsoever. The proposing Transferor's in such case shall be bound to deliver up his certificate (s) for the transfer shares (or an appropriate indemnity satisfactory to director in respect thereof) to the company whereupon he shall be entitled to received the prescribe price from the company. If such certificate shall comprise any shares that are not required to be transferred or sold, the company shall issue to the proposing Transferor a certificate for such balance shares. The Proposing Transferor shall be liable to pay capital gains tax and all other taxes payable in connection with transfer Shares and each purchaser shall be liable to pay the stamp duty in respect of the Transfer Shares purchased by that Purchaser.
35. Completion of the transfer of the Transfer Shares from the Proposing Transferor to the Purchaser in accordance with the provisions of Articles 33 and (if applicable) 34 is conditional upon.
- A) (If the Transfer Shares constitutes the entire shareholding of the Proposing Transferor) the Proposing Transferor procuring the resignation of all the Director(s) appointed by it to the Board without any claim for damages or compensation for losses of any kind whatsoever or (if the Transfer Share does not constitute the entire shareholding of the Proposing Transferor)(if applicable) the Proposing Transferor the resignation of such number of Director(s) appointed by to the Board as may be required by the other Shareholders without any claim for damages or compensation for losses of any kind whatsoever;
 - B) The Proposing Transferor delivering to the Purchaser all relevant share certificates and other documents of title in respect of the Transfer Shares;
 - C) The Proposing Transferor executing, doing and / or providing (as the case may be) all matters, acts, deeds, documents and things shall be reasonably

considered by the Purchaser to be necessary to give effect to the sales and purchase of the Transfer Shares; and

- D) The Purchaser using all reasonable endeavors to procure, in the event that the Proposing Transferor is selling all his share, the release of the Proposing Transferor from any guarantees, indemnities and other securities given by the Proposing Transferor to support the obligation and liabilities of the Company, and shall, if such release cannot be procured, provide to the Proposing Transferor such indemnities and security as the Proposing Transferor shall reasonably require.
36. If the Company shall not by the expiry of the Offer Period find purchasers willing to purchase the Transfer Share (the Company shall in this case give notice in writing to the Proposing Transferor) then the Proposing Transferor shall be at liberty within a period of thirty (30) days from the date of the Company's aforesaid notice (stating that it cannot find purchasers willing to purchase all or some (as the case may be) of the Transfer Shares) to Transfer the Transfer shares) to Transfer the Transfer shares to Third Party Purchaser at the Original Third Party Price and on the Third Party Term provided that completion of the purchase at the transfer Shares by such Third Party Purchaser shall take place no later than the date which is fifteen(15) days after the expiry of the aforesaid thirty (30) day partial.
37. The Director require to be satisfied that the Transfer Shares are being transferred at the Original Third Part Price and on the Third Party Teams without any deduction, rebate or allowance whatsoever.
38. No transfers shall be registered unless a proper instrument of transfer shall have been delivered to the Company. The instrument of transfer of a share shall be executed by both the transfer and the transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof. All instruments of transfer, when registered, shall be retained by the Company.
39. The Board may decline to recognize any instrument of transfer if:
- A) Such fee to be determine by the Board is not paid to the Company in respect thereof;
 - B) The instrument of transfer is not lodged with the Company at the registered office of the Company or is not accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer, and
 - C) The instrument of transfer is in respect of more than one of shares.
40. If the Board refuses to register a transfer it shall, within two months after the date on which the transfer was lodged, send to the transferee notice of the refusal and the instrument of transfer that the Board has refused to register shall be returned to the transferee.
41. The Company shall be entitled to charge a fee to be determined by the Board on the registration of every probate, letters of administration, certificate of

death or marriage, power of attorney, or other instrument relating to or affecting the title to any share.

TRANSMISSION OF SHARES

42. In case of the death of a member, the survivor or survivors where the deceased was a joint holder, and the executors or administrators of the shall be the only persons recognized by the company as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him.
43. A person entitled to a share in consequence of the bankruptcy or death of a member shall be bound at any time, if and when called upon in writing by the Directors so to do, to transfer such shares, as then register in the name of the bankrupt or deceased Member, in favour of a nominee named by the Board.
44. A person becoming entitled to a share in consequence of the death or bankruptcy or liquidation of a member shall be entitled to receive and may give a discharge for any dividends or other moneys payable in respect of the share, but he shall not be entitle in respect of the share to receive notices of or to attend or share at general meetings of the Company or, save as aforesaid, to exercise in respect of the share any of rights or privileges of a member until he shall have become registered as the holder thereof.

FORFEITURE OF SHARES

45. If a member fails to pay any call or installment of a call on the day appointed for payment thereof, the Board may at any time there after, during such time as any part of such call installment remain unpaid served a notices on him requiring payment of so much call or installment as is unpaid, together with any interest and expenses which may have accrued.
46. The notices shall name a further day (not being less than fourteen days from the date of the notice) on or before which and the place where payment required by the notice is to be made, and shall state that, in the event of nonpayment at or before the time and at the place appointed, the shares in respect of which such call was made or installment is payable will be liable to be forfeited. The Boards may accept the surrender of any share liable to be forfeited hereunder and, in such case, references herein to forfeiture shall include surrender.
47. If the requirements of any notice as aforesaid be not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls or installments, interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Board to that effects. Such forfeiture shall included all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.
48. When any share has been forfeited, notices of the forfeiture shall forthwith be given to the holder of the share person entitled to the share by reason of the death or bankruptcy or liquidation of the holder (as the case may be); but no forfeiture shall be in any manner invalidated by any omission or neglect give such notice as aforesaid.

49. A forfeited share shall be deemed to the property of the Company and may be sold, re-allotted or otherwise disposed of either to the person who was, before forfeiture, the holder thereof or entitled thereof or to any other person upon such terms and in such manner as the Board shall think fit, and at any time before a sale or disposition, the forfeiture may be cancelled on such terms as the Board may think fit.
50. A member 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 money which at the date of forfeiture were presently payable by him to the company in respect of the shares with interest thereon at such rate as the Board may determine, not exceeding ten per cent per payment of such interest either wholly or in part.
51. A statutory declaration in writing that the declarant is a Director or the of the company and that a share has been duly forfeited on a date stated in the declaration shall be conclusive evidence off the facts therein stated in against all person claiming to be entitled to the share. The company may received the consideration (if any) given for the share on the sale or deposition thereof and may execute a transfer of the share in favor of the person to whom the same 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) nor 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.

INCREASE OF CAPITAL

52. The company may from time to time by ordinary resolution increase its capital by such sum to be divided into shares of such amounts as the resolution shall prescribe.
53. The company may, by the resolution increasing the capital, direct that the new shares or any of them shall be offered either at par or at a premium or (subject to the provisions of Section 60 of the Act) at a discount or may make any other provisions as to issue of the new shares. In default of any such direction or far as the same shall not extend the provision of Article 13 shall apply to such shares.
54. The new share be subject to all the provisions of their Articles with reference to payment of calls, lien, transfers, transmission, forfeiture and otherwise and, unless otherwise provided in accordance with these Articles, shall be issues as Ordinary Shares.

ALTERATIONS OF CAPITAL

55. The Company may from time to time by:
 - A) Ordinary resolution:
 - a) Consolidation and divided all or any of its share capital into shares of larger amount than of its existing shares;
 - b) Sub- divide its shares or any of them into shares of smaller amount is fixed by the Memorandum (subject, nevertheless, to the provisions of Section 65 (1) of the Act), and so that the resolution whereby any share is sub 0-divided may determine that as between the holders of the

share resulting from such sub-division one or more of the shares may have such qualified or deferred rights or subject to any such restriction as compared with the other or others as the Company has power to attach to un-issued or new shares;

- c) Cancel any shares which at the date of passing of the resolution have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled; and
 - d) Vary, modify or amend any rights attached to any shares not yet issued; and may also by special resolution:
- B) Special resolution
- a) Reduce its share capital or any capital redemption reserve fund or any share premium account in any manner and with and subject to any circumstance authorized by the Act.

GENERAL MEETINGS

- 56. The company shall in each year's hold a general meeting as its Annual General Meeting in addition to any other meeting in that year, and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company and that of the next. The Annual General meeting shall be held such time place as the Board shall appoint.
- 57. All general meeting other than Annual General Meeting shall be called extraordinary general meeting.
- 58. The Board may, wherever it thinks fits, convene an Extraordinary general meeting and Extraordinary general meeting shall also convened on such requisition, or in default may be convened by such requisitionists, as provided by section 134 of the Act. If at any time there are not within Tanzania sufficient directors capable of acting to form a quorum many director or any two member may convene an Extraordinary general meeting in the same manner as nearly as possible as that in which meeting may be convened by the Board. In the case of an Extraordinary general meeting called pursuant to a requisition, no business other that stated in the requisition as the subject of such meeting shall be transacted unless such meeting shall have been called by the Board.

NOTICE OF GENERAL MEETING

- 59. An Annual General and a meeting called for the passing of a special resolution shall be called by twenty- one days notice in writing at least, and a meeting other than an Annual general meeting or a meeting ;for the passing of a special resolution shall be called by fourteen days notice in writing at the least. The notice shall be exclusive of day on which it is served or deemed to be served and of the day which it is given, and shall specify the place, the day and the hour of meeting , and in the case of special business the general nature of that business as such and the notice convening an Annual general meeting shall specify the meeting as such and the notice convening a meeting to pass a special or Extraordinary resolution shall specify the intention to propose the resolution as a special or Extraordinary resolution as the case may be. Notice of such person as are in accordance with the provisions of these Articles.

Provided that with the consent of all member entitled to receive notice of some particular meeting that meeting may be concerned by such shorter.

In every notice calling a meeting there shall appear with reasonable prominence a statement that a member entitle to attend and vote is entitled in appointed one or more proxies to attend and vote instead of him and that a people need not also be member.

60. The accident commission to give notice of a meeting or (in cases where environment of proxy are sent out the notice) the accident omission to send such instrument of proxy to or the non- receipt of meeting or such instrument of proxy by any person entitled to received notice shall not revalidate the proceeding at the meeting.

PROCEEDINGS AT GENERAL MEETING

61. All business shall be deemed special that is transacted at an Extraordinary General meeting and also all business that is transacted at an Annual General meeting with the exception of the declaration and sanctioning of dividends the consideration of the account and balance sheet and the report of the director and Auditors , the election of Directors and Auditors and other offered and auditors the election of directors and Audition and other officer in place of those retiring by rotation or otherwise and the fixing of the remuneration of the Auditors and the voting of remuneration to the directors.
62. No business shall be transacted at any general meeting unless a quorum is present when the meeting processes to business . Save as otherwise provided by article or agreed in writing between the shareholders, at least one member present in person or by proxy together holding not less than be a quorum for all purpose. A corporation being a member shall be deemed for the purpose of this Article to the personally present if represented by proxy or in accordance with the provisions of section 141 of the Act.
63. If within half an hour from the time appointed for a meeting a quorum is not present the meeting , if convened on 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 and at such other time and place as the Board may determine.
64. The Chairman (if any) of the Board shall preside as chairman at every general Meeting of the company.
65. If there is no such chairman or if at any meeting the chairman be not present within half an hour after the time appointed for holding the meeting , the members present shall choose any of the directors present at the meeting to act, or if one director is present or if all directors present decline to take the chair , the members present shall choose one of their number to be chairman.
66. 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 except business which might lawfully have been

transacted at the meeting from which the adjournment took place. When meeting is adjourned for thirty (30) 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 or of the business to be transacted at an adjourned meeting.

67. At any General meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless (before or on the declaration of the result of the show of hands) a poll be 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 not carried by a particular majority or lost, and an entry to that effect in the book of 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 a resolution.
68. If any votes shall be counted which ought not to have been counted or might have been rejected the error shall not vitiate the resolution unless it be pointed out at the same meeting and not in that case unless it shall in the opinion of the Chairman of the meeting, be of sufficient magnitude to vitiate the resolution.
69. If a poll is duly demanded the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
70. In case of an equality of votes at a General Meeting, whether on a show of hands or on a poll, the Chairman of such meeting shall not be entitled to a second or casting vote.
71. 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 and place and in such manner as the Chairman directs.
72. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded, and it may be withdrawn at any time before the next business is proceeded with.

VOTE OF MEMBERS

73. Subject to any special terms as to voting upon which any share capital may be issued or may for the time being be held on a show of hands every Member who (being an individual) is present in person or (being a government or corporation) is present by a representative duly authorized under Section 141 of the Act shall have one vote. On a poll every Member who is present in person or by proxy shall have one vote for every share of which he is the holder.
74. In the case of joint holders of a share 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.
75. In accordance with Section 1241 of the Act a corporation being a Member may by resolution of its directors or other governing body and any government. Living a Member may by direction of the appropriate authority or an officer of the Government authorized by or under any law authorize such person as it thinks fit to

act as its representative at any General Meeting of the Company 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 government he represents as that corporation or government could exercise if it were an individual Member of the Company.

76. A member of unsound mind or in respect of whom an order has been made by any court having jurisdiction for the protection of persons incapable of managing their own affairs may vote, whether on a show of hands or on a poll, by his committee, *curator bonis* or other person in the nature of a committee or *curator bonis* appointed by such court, and such committee, *curator bonis* or other person may vote on a poll by proxy.
77. 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.
78. No objection shall be raised to the qualification on any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and any 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.
79. On a poll votes may be given either personally or by proxy.
80. 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 be a government or corporation, either under its common seal (in the case of a corporation) or under the hand of an officer duly authorized or attorney so authorized.
81. A proxy need not be a Member of the Company. Any Member may appoint more than one proxy to attend on the same occasion.
82. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a copy of such power or authority duly notarized, shall be deposited at the Officer or such other place in Tanzania as may be specified in the notice convening the meeting on less than forty – eight hours before the time appointed 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 then subsequently to the date of a meeting or adjourned meeting, on less than twenty – four hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.
83. The Board may, if it thinks fit, send out with the notice on any meeting, forms of instrument of proxy for use at the meeting and such instruments of proxy shall be in the form following or in such other form as the Board may decide:

FORM OF PROXY
AFYA WHEAT FLOUR
LIMITED.

We being (a) Member (s) of the above - named Company , here by appoint of or failing him of as my /our proxy to vote for me/us and on my/our behalf at the annual for secondary, as the ease may be . General Meeting of the Company to be held on the...
.....day of 2 and at any adjournment thereof.

Date this day of20

Signature

Address:.....

In favour of

I desire to vote.....the resolutions (s)

I where more than otherwise directed, the proxy holder will vote as he thinks fit and in respect of the Members total holding.

84. 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 instrument of proxy or of the authority under which the instrument of proxy is given , provided that no information in writing of such death, inanity, revocation or transfer shall have been received by the Company at the Office before the commencement of the meeting or adjointed meeting, or the taking of the poll, at which the instrument of proxy is used.

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

86. A resolution in relation to any of the following shall require the approval of Members representing at least seventy five percent. (75%) of the share capital of the Company.

A) The adoption of any change to the Articles of Association of the Company, other than a change of name of the Company (which shall be decided by the Board);

B) The consolidation or amalgamation of the Company.

DIRECTORS

87. Unless and until otherwise from time to time determined by a special resolution of the Company, the number of Directors (Excluding alternate directors) shall not be less than two and not more than six in number. If at any time the number of Directors falls below the minimum number fixed by or in accordance with these Articles, the remaining Directors may act for the purpose of convening a general meeting or for the purpose of bringing the number of

Directors to such minimum, and for no other purpose. The remuneration of the Directors shall from time to time be determined by the Board.

The first Director Company are:

- i. **Ameir Munif Abdallah Nahdi**
- ii. **Said Edha Abdallah**
- iii. **Khalid Munif Abdalla**

88. Unless otherwise determined by the Company in a General Meeting, the Board shall appoint the Chairman of the Board shall also be the Chairman of the General Meeting of the Company.

89. Each Director shall have the power to appoint an alternate Director to act in his place and may at his discretion, remove such alternate Director. A person so appointed shall be subject in all respects to the terms and condition enlisting in respect of Directors and each alternate Director, while so acting shall exercise and discharge all function, powers and duties as a Director of his appointer in such appointer's absence. An acting Director shall ipso facto those to be an alternate Director if his appointment made by him pursuant to this Article which was in force immediately before his retirement shall remain in force as though he had not retired.
90. All appointments and removals of an alternate Director shall be effected by instrument in writing delivered at the Office and signed by the appointer. A Director exercising the power to appoint an alternate Director shall give prior notice of such appointment in writing to the Secretary of the Board.
91. Each of the Directors, other than the Chairman of the Board, shall be entitled to remuneration at such rate as the Company in General Meeting may from time to time determined (by ordinary majority) and the Chairman shall be entitled to remuneration at such higher rate as the Company in General Meeting may from time to time determined (by ordinary majority). Any Director holding office for less than a year shall only rank for remuneration in proportion to the period during which he has held office during such year. Reasonable traveling, hotel and amcidental expenses of attending and returning from meetings of the Board or committees of the Board or General Meetings or otherwise incurred while engaged on the business of the Company.
92. Any Director who, by request, performs special services or who otherwise performs services which, in the opinion of the Board, are outside the normal people of the usual duties of a Direct, may be paid such extra remuneration by way of salary, percentage of profits or otherwise as the Board may determine which shall be charged as part of the Company's ordinary working expenses.
93. A Director may be or becomes a director or other officer of or otherwise interested in any company promoted by the Company or in which the Company may be interested, and no such Director shall be accountable for any remuneration or other benefits received by him as a Director or officer of out from his interest I such other company. The Board may also excise the any numeration or other benefits received by him as a Director or officer of one from his interest in such other company. The Board may also exercise the voting power conferred by the shares in any other company held or owned by the Company in such manner in all respects as it thinks fit, including the careless thereof in favor of any resolution appointing the members of the board or any of them to be directors or officer of such other company, or providing for the payment of remuneration to the directors orof such other company , and any Director of the Company may vote in level of the exercise of such voting rights in the manner aforesaid.
94. Any negotiation in relation to any proposed agreements (Whether for the provision of goods and /or services or otherwise) between any Director/Shareholder or associated companies or any person controlled by such share holders or controlling such share holders) or any Director(" Related Party") on the one hand and the Company on the other hand (irrespective of whether or note there may be additional parties to such agreements over and above the Company and the Related Part) and all arrangements in relation to such agreements shall be conducted on an arm's length basis and as if between unconnected persons. All such agreements between a Related

Party and the Company shall be in writing. Director should not be financially interested in the Company other than as a shareholders and /or Director.

95. A Director shall not require any share qualification.
96. Without prejudice to the last preceding Article and to the provisions for Director shall be vacated in any of the events following, namely if:
 - A. He resigns his office by writing under his hand left at the Office; or
 - B. He be found lunatic or become of unsound mind or a receiving order is made against him or he compounds with his creditors; or
 - C. Without leave, he is absent, otherwise than on the business of the Company, from meeting of the Board for six consecutive months, and the Board resolves that his office be vacated; or
 - D. He is prohibited from being a Director by reason of any order made under Section 325 or 383 of the Act, or.
 - E. He is removed either by an extraordinary resolution, or an ordinary resolution of the Company, twenty - eight (28) days notice of intention to move such resolution having been given.

POWER AND DUTIES OF DIRECTORS.

97. The business of the Company shall be managed by the Board, which may exercise all such powers of the Company as are not by the Act or by these Articles required to exercised by the company in general meeting subject nevertheless to the provision of these articles and of the act and to such regulation levying not inconsistent with such provisions as may be prescribed by the company in general meeting shall invalidate any prior act of the board which would have been valid if such regulation had not been made the general power given by this article shall not be limited or restricted by any special authority or power given to the board by any other articles
98. The Boards may from time to time and at any time by power of attorney under the company a seal appoint any company, firms or person or any fluctuating body of person whether nominated directly or indirectly by the boards to be the attorney or attorneys of the company for such purposes and with such power authorities and discretions (not exceeding those vested in or those conferred upon the board by this article) and for the protection and convenience of persons dealing with any such attorney as the boards may think fit and may also authorize any such attorney sub-delegate all or any of the power authorities and relations vested in him
99. The Company may exercise the power conferred by section 43 of the act with regard to having an official seal for use abroad and such power shall be vested in the boards.
100. The Company may exercise the power conferred by section 124 to 127 of the act with regard to the keeping of a branch register in any part of the world and the boards may (subject to the provision of those sections) make and vary such regulations as it may think fit in respect of the keeping of any such register

BORROWING POWER

101. The Directors may exercise all the power of the company to borrow lend and guarantee the repayment of money and mortgage or charge or otherwise secure its undertaking, assets, property and uncalled capital or any part thereof and to issues debentures, debentures stock and other securities whether outright or a security for any debt liability or obligation of the company or of any thirdparty

The Director may exercise all the power of the company to guarantee and become surety for the liability the performance of contracts and the repayment of monies by any person firm or company and to issue charges mortgages debentures or lien to secure performance by the company of any such guarantee or surety.

102. All cheques, promissory notes drafts bills of exchange and other negotiable and transferable instruments and all receipts for money paid to the company shall be signed, drawn accepted endorsed or otherwise executed as the case may be in such manner as the board shall from time to time by resolution determine

MINUTES

103. The board shall cause minute to be made in books provided for the purpose of

- A. All appointment of office made by the Boards
- B. The names of the Directors presents at each boards or committee meeting
- C. All resolution and proceeding at all meetings of the company and of the boards and of the Committees

The minutes referred to in this Articles shall be approved by the Boards and shall be signed by the Chairperson of the boards the minutes shall be in English and shall be kept and filed by the secretary.

MANAGING DIRECTOR

104. The boards may from time to time appoint one or more of its body to the office of managing Director or assistant managing Director for such period and upon such terms as it thinks fit and subject to the provisions of any agreement entered into in any particular case may revoke such appointment a director so appointed shall not while holding such office be subject to retirement by rotation take into account in determine the rotation retirement of Directors but his appointment shall (without prejudice to any claim he may have for damage for breach of any contract of service between him and the company ipso facto determine if he ceases from any cause to be a Director

105. A managing Director or Assistant Managing Director shall receive such remuneration (whether by way of salary, commission or participation in profits or otherwise) as the Boards may determine and either in addition to or in lieu his remuneration as a Director

106. The boards may entrust to and confer upon a managing director or assistant managing director any of the any powers exercisable by it upon such terms and conditions and with such restriction as it thinks fit and either collaterally with or to the exclusion of own powers and may from time to time (subject to the term of any agreement entered in any particular case) revoke withdraw alter or vary all or any of such powers and may from time to time (subject to the terms of any agreement entered into in any particular case) revoke withdraw alter or vary all any of such powers

SECRETARY

107. The Secretary shall be appointed by the Boards for such term at such numeration and upon such conditions as it may think fit, and any secretary as appointed may be removed by the boards.
108. A provision of the Act or of these articles requiring or authorizing a thing to be done by to a Director and the secretary shall not be satisfied by its being done or to the same person acting both as Director and as or in place of the secretary.

PENSIONS AND ALLOWANCES

109. The board may grant retiring pensions or annuities or other allowances including allowance on death to any person or to the widow or dependants of any person in respect of services rendered by him to the company as managing Director Assistant Managing Director or in any other executive Under of employment under the company or indirectly as an executive officer of employee of any subsidiary company of the company or its holding company of any) notwithstanding that he may be or may have been a interest of the company and may make payment towards insurances or trust for such purposes in respect of any such person and may include rights in respect of such pension annuities and allowed in the terms of engagement of any such person

THE SEAL

110. The board shall provide for the safe custody of the seal which shall not be affixed to any instrument except in the presence of at least two directors or at least one director and the secretary and such director or director and secretary shall give every instrument to which the seal is so affixed in their presence. All forms of certificate for shares stock or debentures or representing any other form of security (other than letters of allotment scrip certificates and other like document) shall be issued under the seal and bear the autographic signature of one or more directors and the secretary.

Provided that the directors may resolve that some method of mechanical signature which is controlled by the auditors transfer auditors or Bankers of the company be adopted in which case any such certificate may bear the mechanical of the autographic signature of a director.

AUTHENTICATION OF DOCUMENTS

111. Any Director or the secretary or any person appointed by the board for the purpose shall have power to authenticate any documents affecting the company (except the memorandum and articles of association which must be authenticated by the registrar of companies) and any resolutions passed by the boards and any books records , document and accounts relating to the business of the company and to certify copies thereof or extracts there from as true copies or extracts and where any books records documents or accounts are where than at the office the local manager or other office of the company having the custody thereof shall be deemed to be a person appointed by the board as aforesaid

ROTATION OF BOARD

112. Without prejudice to the power of the company in General Meeting in pursuance of any of the provisions of these articles to appoint any person to director the board 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 boards but so that total number of Directors shall not at any time exceed the maximum number fixed by or/in accordance with their articles any director so

appointed shall hold office only until the next following annual general meeting and shall then be eligible for reelection but shall not be taken into account in determining the directors who are to retire by rotation at such meeting.

113. The company may by special resolution or by ordinary resolution of which twenty eight (28) days notice has been given in accordance with articles 96 (e) remove any director before the expiration of his period of office (but so that such removal shall be without prejudice to any claim such director may have. For board of any contact of services between him and the company) and may by an ordinary resolution appoint another person in his stead. The person so appointed shall be subject to retirement at the time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director

PROCEEDINGS OF THE BOARDS

114. Save as provided for in these articles or otherwise agreed in writing between the shareholder the boards may meet together for the dispatch of business adjourn and otherwise regulate its meeting as it think fit question arising at any meeting shall be determined by a majority of votes.
115. Ordinary boards meeting shall be held at least twice a year the chairman or any two Directors can call extraordinary board meetings at any time
116. If the quorum of two (2) director is not attained at the meeting a second meeting shall be held within four business days from the date of the first meeting upon the reconvening of the meeting the director (s) present shall constitute the required quorum provided that the agenda at the reconvened meeting shall be the same as the agenda for the first meeting.
117. The continuing directors may act notwithstanding any vacancy in their body but if and so long as their number be reduced below the minimum number fixed by or in accordance with these articles the continuing directors may act for the purpose of filling up vacancies in their body or of summoning general meeting of the company but not for any other purpose and may act for either of the purposes aforeaidi whether or not their number be reduced below the number fixed by or in accordance with these articles as the quorum
118. If at any meeting the chairman is not present within half an hour after the time appointed for holding the same the Directors present may choose one of their number to be chairman of the meeting
- 119.
- A) A meeting of the Board at which a quorum is present shall be competent to exercise all power and discretion for the time being exercisable by the Boards.
 - B) Provided that the requisite notice are served upon the Directors and subject to the consent of a majority of such Directors, the Directors may conduct their meeting on the telephone or through video and all meetings so conducted shall be deemed to have the same status as meeting at which the Directors have physically convened.

- C) The secretary shall give each director a written notice (by registered mail (or airmail if the director reside outside Tanzania) and fax) of any board meeting. The notice shall provide the agenda the time and place of the meeting the notice shall also contain agenda background information and all necessary support documentation in relation to all major proposals to be made at the meeting
- D) The notice requirements set out above may be waived by a unanimous resolution of the Director.
120. The board may delegate any of its power (other than the power conferred by this articles) to a committee or committees whether consisting of a members or members of its body or not as it thinks fit any committees so formed shall in the exercise of the power so delegated conform to nay regulation that may be imposed on it by the board.
121. The meeting ad proceedings of any committee consist of two or more members shall be governed by the provisions herein contained for regulating the meeting and proceedings of the Board so far the same are applicable and are not superseded by any regulations imposed by the board under the last preceding articles.
122. A resolution in writing signed by the majority of Directors entitled to receive notice of meeting of the board or passed by the majority of members of a committee or by teleconferencing by phone by a number there of constituting a quorum shall be as the case may be of such committee duly called and constituted any such written resolution may be contained in one document or several documents in like form each signed by one or more of such directors or members of the committees concerned.
123. Every act done by the board or committee or by any person acting as a Director or member of such committee notwithstanding it be afterwards discovered that there was some defect in the appointment of such board or committee or of any person acting as aforesaid or that they or any of them were disqualified or had vacated office shall be as valid as if every such boards or committee or person had person had been duly appointed and was qualified and had continued in office down to the time of performance of such act

DIVIDENDS

124. The company I general meeting may from time to time declare divided to be paid to the members according to their right and interests in the profits but no dividend shall be declared in excess of the amount recommended by the board.
125. All divided shall be declared and paid according to the amount paid up on the shares in respect whereof the divided is paid but no amount paid up on a share in advance of calls shall be treated for the purposes of this articles as paid up on the share all dividends shall be apportioned and paid pro rata according to the amount paid up on the shares during any portion or portions of the period in respect of which the divided is paid but if any share be issued on terms providing that it shall it shall rank for dividend as from a particular date such share shall rank for dividend accordingly

126. The board may from time to time pay to the member such interim dividends as appears to the board to be justified by the position of the company the boards may also pay the fixed dividend payable on any preference shares of the company half yearly or otherwise on fixed whenever such position in the opinion of the board justifies that course.
127. The board may deduct from any dividend or bonus payable to any member all sums of money (if any) presently payable by him to the company on account of calls.
128. No dividend shall bear interest against the company
129. Any dividend, interest or other sum payable in cash to the holders of shares may be paid Cheque addressed to the holder at his registered address or in the case of joint holders address at his registered address to the holders whose name stands first on the register in respect of the shares or by telegraphic transfer every such cheque or telegraphic transfer shall unless the holder otherwise directs be made payable to the order of the registered holder in the case of joint holders to the orders of the holders whose name stand first on the register in respect of such shares and shall be sent at his or their risk any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable in respect of the shares held by such joint holders
130. Any general meeting declaring a dividend may upon the recommendation of the Boards direct payment or satisfaction of such dividend wholly or in part by the distribution of specific assets and in particular of paid up shares or debentures of any other company and the Boards shall give effect to such direction and where any difficulty arises in regards to such distributions the boards may settle it as it thinks expedients and in particular may fix the value for distribution of any such specific assets and may determine that cash payments shall be made to any members upon the footing of the value so fixed in order to secure equality of distribution.

SERVICES

131. The boards may before recommending any dividend set aside out of the profit of the company such sums as it thinks proper as reserves which shall at the discretion of the boards be applicable for any purpose to which the profit 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 investment (other than shares of the company or its holding company if any) as the boards may from time to time think fit the boards may also without placing the same to reserve carry forward any profits which it may think prudent not to divide.
132. The boards shall transfer to share premium account sums equal to the amount or value of any premiums at which shares of the company may be issued and the provision of these articles relating to reserved shall be applicable to the sums for the time being standing to the credit of share premium account

CAPITALIZATION OF PROFIT

133. The company in general meeting may upon the recommendation of the boards at any time and time to time pass a resolution to the effect that it is desirable to

capitalize any part of the amount for the time being standing to the credit of any of the company reserves or to the credit of the profit and loss account or otherwise available for distribution and not required for the payment of the fixed dividends on any preference shares of the company and accordingly that such sum be set free for distribution among the Members or any class of Member who would be entitled to such profits if distributed by way of dividend and in the same proportions on the footing that the same be not paid in cash but be applied either in to warded paying up the amount for the time being unpaid on any shares in the company held by such members respectively or in payment up in full of unissued shares debentures or other obligations of the company to be allotted and distributed credited as fully paid up among such members or partly on one way and partly in the Other, and the Board shall give effect to such resolution provided that a share premium account and a capital redemption reserve may for the purposes of this Article only be applied in the paying up of unissued shares to be issued to members of the Company as fully paid bonus shares

134. Where any difficulty arises in regard to any distribution under the last preceding Article the Board may settle the same as it thinks expedients and in particular may issued fractional certificates or may ignore fractions altogether and may determine that cash payments shall be made to any members in order to adjust the right of all parties as may seem expedient to the Board. The Boards may appoint any person to sign on behalf of the persons entitled to participate in the distribution any contract requisite or convenient for giving effect there and such appointment shall be effective and binding upon the members

ACCOUNTS

135. The boards shall cause true accounts to be kept of.
- A. The sums of money received and expended by the company and the matters in respect of which receipt and expenditure take place and
 - B. All sales and purchases of goods by the Company and
 - C. The assets and liabilities of the company.
136. The books of account shall be kept at the office or at such other place or places as the Boards may think fit and shall always be open to the inspection of the Directors No member (other than a Director) shall have any right of inspecting any account or book or document of the company except as conferred by law authorized by the boars.
137. The Board shall from time to time in accordance with section 153 of the Act cause to be prepared and to be laid before the company in General meeting such profit and loss accounts balance sheets, and reports as are referred to in that section
138. A copy of every balance sheet and profit and loss account (including every document required by law to be annexed thereto) which is to be laid before the company in General meeting and of directors and auditors reports shall not less than twenty – one days before the date of the meeting be sent to every member and to every holders of debentures of the company and copies of each of these documents shall at the same time be forwarded to all persons entitled to receive notices of General meeting of the company provided that person of whose address the company is not aware or to more than one of the joint holders of any shares or debentures

AUDIT

139. Auditor shall be appointed and their duties regulated in accordance with section 170 to 179 of the act.

NOTICES

140. Any notice or other document may be served by the company on any members either personally or sending it through the post in a prepaid letter or by telex or telecopier addressed to such member at his registered address as appearing the company register or in any Branch register in the case of joint holders of a share all notice shall be given to that one of the joint holder whose name stands first in the register or Branch register and notice so given shall be sufficient notice to all joint holders
141. Any member who is not registered in a Branch and who is described in the company register by address not within Tanzania who shall from time to time give to the company an address within Tanzania at which notice may be served upon him and shall be entitled to have notice served upon him at such address but save as aforesaid no member other than a members described in the Register by an address within Tanzania registered in a Branch register shall be entitled to receive any notice from the company provided that any notice which is sent by post to a member registered in a Branch registered shall not be deemed to have been duly served in pursuance of this article unless it shall have been posted in the country in which such Branch Register is established.
142. Any notice or other document, if served by post telex or telecopier shall be deemed to have been served at the time when the same was put into the post office or transmitted by telex or telecopier and in proving such service shall be sufficient to prove that the notice or document was properly addressed stamped and put into the post office or if y telex or telecopier was actually transmitted.
143. Any notice or other document delivered or sent by post to or left at the registered address of any member in pursuance of these presents shall notwithstanding that such member be then dead or bankrupt, and whether or not the company has notice of his death or bankruptcy, be deemed to have been duly served in respect in respect of any share registered in the name of such member as sole or joint holder unless his name shall at the time of the service of the notice or document have been removed from the company's register or Branch register as the holder of the share and such service shall for all purposes be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share.
144. Save as hereinbefore provide notice of every General meeting shall be given to every member of the Company and to every Director

WINDING - UP

145. With the sanction of an extraordinary resolution of members any part of the assets of the company including any shares in or securities of other companies may be divided among the members of the company in specie or may be vested in trustees for the benefit of such member and in liquidation of the company may be closed and the company dissolved but so that no member shall be complete to accept any shares whereon there is any liability

INDEMNITY

