

**The Companies Act No. 12 of 2002**

**COMPANY LIMITED BY SHARES**

**MEMORANDUM**

**AND**

**ARTICLES OF ASSOCIATION**

**OF**

**LUGEYE INVESTMENTS LIMITED**

***Drawn by:***

Boniventura D. Kiswaga (Subscriber)

P.O Box 11624

**Mwanza,**

**Tanzania.**

2002/2  
1979/10/11/2011

The Companies Act No. 12 Of 2002  
COMPANY LIMITED BY SHARES  
MEMORANDUM OF ASSOCIATION  
OF  
LUGEYE INVESTMENTS LIMITED

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1. The name of the Company is **LUGEYE INVESTMENTS LIMITED**
2. The registered office of the Company will be situated in the United Republic of Tanzania
3. The objects for which the company is established are: -
  - (a) To carry on business as a general commercial company
  - (b) To carry on business of Clearing and Forwarding, Tour operator, Shipping line agent, Hunting excursion agent and Commission agent.
  - (c) To carry on business as general importer and exporter of Industrial and Agricultural goods and deal in manufacturing, processing, packing and Canning, of agricultural products, forest products, fish and meat.
  - (d) To carry on professional business and Consultancy services in Building and Civil works, Electrical contractor, waterworks, Sewage works, architecture, quantity survey and valuation.
  - (e) To carry on business of warehousing, Packaging and Transportation.
  - (f) To carry on business of Clearing and Forwarding, Tour operator, Hunting excursion agent and Commission agent.
  - (g) To carry on professional business and consultancy services in Educational training.
  - (h) To carry on business of Warehousing, Packaging and Transportation.
  - (i) To engage in printing and preparation of printed materials as Brochures, Cards, Stickers, Posters, Catalogues, News letters and Books.
  - (j) To engage in agricultural Cultivation, Poultry farming, Animal husbandry and Fishing.
  - (k) To engage in Industrial services in Woodworks and Agro processing.

- (l) To engage in Animal husbandry, Poultry farming and Fishing.
- (m) To enter into joint venture with local or foreign investors on business of large scale Industrial services, Banking, Mining and operation of Bureau de Change shops.
- (n) To enter into any contracts, agreements or any arrangement with any Government authority (City, Municipal, District, Town Councils) Corporations or otherwise that may seem conducive to the Company's objects or in any of them, and to obtain from any such authority any rights, privileges and concessions.
- (o) To purchase, take on lease or in exchange, hire or otherwise acquire any real and personal property and any rights or privileges which the Company may think necessary or convenient for the purpose of the business and in particular any land, buildings, machinery, plant and stock in trade.
- (p) To invest and deal with moneys of the company not immediately required upon such securities and in such manner as the company may from time to time determine.
- (q) To draw, make, accept, endorse, discount, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (r) To borrow or raise money in such manner as the company shall think fit, and in particular by the issue of debenture stock, certificates or other securities, perpetual or otherwise, charged upon all or any of the company's rights and property including any uncalled capital or without any such security and to purchase, redeem or pay off any such loan.
- (s) To established and support or aid in the establishment and support of associations, institutions or conveniences calculated to benefit the persons employed by the company or having dealings with the persons employed by the company and to subscribe or guarantee money for charitable or benevolent objects.
- (t) To team up with any company, organization or association with objects similar to those of the Company.
- (u) To promote another Company for the purpose of acquiring all or any of the property and liabilities of this Company, or for any other purpose which may seem directly or indirectly calculate to benefit this Company.

- (v) To adopt such means of making know the business and products of the company, as may seem expedient and in particular by advertising in the news media.
- (w) To sell or dispose of the undertaking any property of the company or any part thereof, for such consideration as the company may think fit, and in particular for shares, debentures, or securities of any objects altogether or in part similar to those of this company.
- (x) To do all such other things as the company may think are incidental or conducive to the attainment of the above objects.

4. The liability of the members is limited.

5. The authorized share capital of the company is **Shs. 20,000,000/= (twenty million)** divided into **2,000 (two thousand)**, shares of **shs. 10,000/= (ten thousand)** each with rights, privileges and conditions respectively attached thereto as may from time to time to be conferred by the regulations of the company with power to increase and reduce the capital of the company and divide the shares in the capital for the time being into several classes and to attach thereto respectively preferential, deferred or special rights, privileges or conditions as may be determined by or, in accordance with the regulations of the company, and to vary modify or abrogate any such rights, privileges or conditions in such manner as may for the time being be provided by the regulations of the company.

We, the several persons whose names and addresses are subscribed, desire to be formed into a company in pursuance to the Memorandum of Association and we respectively agree to take the number of shares in the Capital of the company set opposite our respective names.

**Name, Address and Description of each Subscriber**

**Number of shares taken by each subscriber**

**Signature of each subscriber**

1. Boniventura Destery Kiswaga 1,200  
Plot No. 39 Block D  
Nyakato area  
P.O.Box 11624  
**Mwanza.**

*[Handwritten signature]*  
.....

2. Michael Busumabu Boniventura 800  
Plot No. 39 Block D  
Nyakato area  
P.O.Box 11624  
**Mwanza.**

*[Handwritten signature]*  
.....

Dated at Mwanza this 29<sup>th</sup> day of October 2011

**WITNESS TO THE ABOVE SIGNATURE:**

Signature: *[Handwritten signature]*  
.....

Name: R. Lubango Shiduki  
.....

Qualification: Advocate  
.....

**LUBANGO SHIDUKI**  
Advocate, Notary Public &  
Commissioner for Oaths  
P. O. Box 32196, DSM.

25007 =  
1979/1661  
01/11/2011

**The Companies Act No. 12 of 2002**  
**COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**LUGEYE INVESTMENTS LIMITED**

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**PRELIMINARY**

1. **In these articles:**

- "The Act" means the companies Act No.12 of 2002 of the laws of Tanzania
- "The Company" means the **LUGEYE INVESTMENTS LIMITED**
- "The seal" means the common seal of the company.
- "The Secretary" means the secretary of the company or any person appointed to perform the duties of the secretary of the company.

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

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

The regulations of Table A of the Act shall apply to these articles only in so far as those regulations are not repugnant to or in inconsistent with these articles.

**PRIVATE COMPANY:**

2. The Company is a private company and accordingly
- (a) The right to transfer shares of the company is restricted in the manner hereafter prescribed.
  - (b) The number of members of the company is limited to fifty provided that where two or more persons hold one or more shares in the company they shall for the purpose of this article be treated as a single member.
  - (c) Any invitation to the public to subscribe for any shares or debentures of the company is prohibited.
  - (d) The company shall not have power to issue share warrants to bearer.

## **SHARES**

3. The original share capital of **shs. 20, 000,000/= (twenty million)** is divided into **2,000 (two thousand)** shares of shs. **10,000/= (ten thousand)** each.
4. Subject to the provisions of section 61 of the Act any shares may, with the sanction of a special resolution be issued on the terms that they are, or at the option of the company are liable, to be redeemed.
5. Every person whose name is entered as a member in the register of members shall without payment, be entitled to one certificate under the seal of the company. The certificate shall specify the share or shares held by such person and the amount paid up there on, provided that in respect of shares held jointly by several persons the company shall not be bound to issue more than one certificate.
6. The company shall be entitled to treat the person whose names, appear in the register of members in respect of any share as the absolute owners thereof and shall not be under any trust or equity or equitable claim to or partial interest in such share, whether or not it shall have express or other notice thereof.
7. If a share certificate is defaced, worn out, lost or destroyed, it may be renewed on such terms as to evidence and indemnity and payment of expenses reasonably incurred by the company in investigating evidence as the Directors may determine.

## **LIEN:**

8. The company shall have first and paramount lien on every share (not being fully paid up share) for all moneys (whether presently or not) called or payable at a fixed time in respect of that share, and the company shall also have a lien on all shares (other than fully paid shares) standing registered in the name of a single person for all moneys payable by such person to the company; but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this article. The company's lien, if any, on a share shall extend to all dividends payable there on.

### **CALLS ON SHARES:**

9. Subject to the terms of allotment, the Directors may make calls upon the members in respect of any moneys unpaid on their shares (whether in respect of nominal value or premium) and not by the condition of allotment thereof shall be payable at less than one month from the date fixed for payment of the last preceding call, and each member shall (subject to receiving at least fourteen days notice specifying the time or times and place of payment) pay to the company at the time or times and place so, specified the amount called on that person's shares. A call may be revoked or postponed as the Directors may determine.
10. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing the call was passed and may be paid in installments.

### **TRANSFER OF SHARES:**

11. The instrument of transfer of any share shall be executed by or on behalf of the transferor and, unless the share is fully paid up, by or on behalf of the transferee and the name of the transferee is entered in the register of members in respect thereof.
12. Subject to the approval of Directors any member may transfer shares by instrument in writing in any usual form, or any other form as Directors may approve.
13. The Directors may decline to recognize any instrument of transfer unless it is accompanied by the certificate of shares to which it relates, and such other evidence as the Directors may reasonably require to show the rights of the transferor to take the transfer and the instrument of transfer is not in favour of more than four transferees, and is in respect of only one class of share.

### **TRANSMISSION OF SHARES:**

14. In case of the death of a member, the survivor or survivors where the deceased was a joint holder, and any person legally entitled to the estate of the deceased shall be the only persons recognized by the company as having any title to the member's interest in the shares; but nothing therein contained shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him/her.

15. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as may be properly required by the Directors either elect by notice to the company to be registered as holder of the share, or elect to have some person elected by him. All articles relating to the transfer of shares shall apply, as they would have had in the case of a transfer of the share by the deceased or bankrupt member before the death or bankruptcy.

#### **FORFEITURE OF SHARES:**

16. If a member fail to pay any call on the day appointed for payment thereof the Directors may serve a notice on that member requiring payment of the amount unpaid together with interest which may have accrued.
17. The notice requiring payment shall be of not less than fourteen clear days and shall name the place where payment is to be made. The notice shall also state that in the event of non-payment the shares in respect of which the call was made will be liable to be forfeited.
18. A forfeited share may be sold, reallocated or otherwise disposed of on such terms and in such manner as the Directors determine, and at any time before a sale, reallocation or other disposition, the forfeiture may be cancelled on such terms as the Directors think fit.

#### **ALTERATION OF CAPITAL:**

19. The company may by ordinary resolution
- (a) Increase its share capital by new shares of such amount as the resolution prescribes.
  - (b) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares.
  - (c) Subject to the provisions of section 65 (1) (d) of the Act, subdivide its existing shares or any of them into shares of smaller amount than is fixed by the Memorandum of Association.
  - (d) Cancel shares which, at the date of the 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.

15. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as may be properly required by the Directors either elect by notice to the company to be registered as holder of the share, or elect to have some person elected by him. All articles relating to the transfer of shares shall apply, as they would have had in the case of a transfer of the share by the deceased or bankrupt member before the death or bankruptcy.

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### **GENERAL MEETING:**

20. The company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such the notice calling it; and not more than fifteen months shall elapse between the date of one annual general meeting of the company and that of the next.
21. All general meetings other than annual general meeting shall be called extra ordinary general meeting.
22. The Directors may, whenever they think fit convene an extra ordinary general meeting, and extra ordinary general meeting shall also be called on such requisitionists, or in default, may be called by such requisitionists as provided by section 134 of the Act.

### **NOTICE OF GENERAL MEETING:**

23. Every general meeting shall be called by twenty one clear days notice in writing specifying the time and place of the meeting and the general nature of business. A meeting of the company may be called at a shorter notice if it is so agreed by all members entitled to attend and vote thereat in the case of an annual general meeting and by a majority in number of the members having right to attend and vote at the meeting in the case of any other meeting.

### **PROCEEDING AT GENERAL MEETING:**

24. All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at the annual general meeting, with the exception of declaring a dividend, the consideration of the accounts, and the reports of the Directors and auditors, the election of Directors in the place of those retiring and the appointment of and the fixing of the remuneration of the auditors.
25. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; three persons entitled to vote on the business to be transacted, each being a member or a proxy for a member shall be a quorum.
26. At any general meeting a solution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman or by at least three members having the right to vote present in person or by proxy
27. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall have a casting vote.

28. A resolution in writing signed by or on behalf of each member who would have been entitled to attend and vote at general meeting shall be valid and effective as if the same had been passed at general meeting duly convened and held, and may consist of several instruments in the like form each executed by or on behalf of one or more members.

**VOTE OF MEMBERS:**

29. Subject to any rights or restrictions attached to any classes of shares on a show of hands, every member present in person or present by a duly authorized representative shall have one vote and on a poll every member shall have one vote for each share which one is the holder.
30. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by the same in respect of shares in the company have been paid.
31. On a poll votes may be given personally or by proxy
32. The instrument appointing a proxy shall be in writing under the hand of the appointer. A proxy need not be a member of the company.

**DIRECTORS:**

33. Until otherwise determined by the company in general meeting, the number of Directors shall be not less than two and more than six.
34. The first Directors of the company shall be the signatories to the Memorandum of Association and who are: -
1. Boniventura Destery Kiswaga
  2. Michael Busumabu Boniventura
35. The remuneration of Directors shall from time to time be determined by the company in general meeting
36. The directors shall exercise the powers conferred upon the company by section 124 – 127 of the Act with regard to the keeping of a Branch register and may (subject to the provisions of those sections) make and vary any regulations as they think fit respecting the keeping of any such register.

### **DIRECTORS APPOINTMENTS AND INTERESTS:**

37. The Directors may appoint one or more members to the office of Managing Director or any other executive office under the company and may enter into agreement or arrangement with any Director for the employment of the company or for the provision of any other services outside the scope of the ordinary duties of a Director.
38. A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the company shall declare the nature of interest at a meeting of the Directors in accordance with section 209 of the Act.

### **MINUTES:**

39. The Directors shall cause minutes to be made in the books provided for the purpose: -
- (a) Of all appointments of Officers made by the Directors.
  - (b) Of the names of the Directors present at each meeting of the Directors.
  - (c) Of all resolutions and proceedings at all meetings of the company, of the holders of any class of shares in the company, and of the Directors and committee of Directors.

### **REMUNERATION AND EXPENSES, GRATUITIES AND PENSIONS:**

40. The remuneration of the Directors shall be determined by ordinary resolution of the company and unless the resolution otherwise provides, such remuneration shall be deemed to accrue from day to day. The Directors may also be paid all traveling, Hotel and other expenses properly incurred by them in attending and returning from meetings of Directors or committee of Directors or general meetings or separate meetings of the holders of class of shares or of debentures of the company or otherwise in connection with the business of the company.

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

41. The office of the Director shall be vacated if the Director.
- (a) Ceases to be a Director by virtue of any provision of the Act or becomes prohibited by law from being a Director.
  - (b) Becomes bankrupt or makes arrangement or composition with creditors generally
  - (c) Becomes of unsound mind.
  - (d) Shall for more than six consecutive months have been absent without permission of the Directors from meetings for the Directors held during that period and the Directors resolve that the office be vacated.

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

42. 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.

## **PROCEEDING OF DIRECTORS:**

43. Subject to the provisions of these articles, the Directors may regulate their meetings as they think fit.
44. Questions arising at the meeting shall be decided by a majority of votes and in case of an equality of votes the chairman shall have a casting vote.
45. A Director may, and the secretary at the request of a Director shall, call a meeting of the Directors.
46. The quorum necessary for the transaction of the business of Directors may be fixed by the Directors and unless so fixed shall be three.
47. The Directors may appoint one of them to be the chairman of the Board of Directors and determine the period of which he is to hold office.
48. The Directors may delegate any of their powers to any committee consisting of one or more Directors; any committee so formed shall in the exercise of the powers so delegated conform to any regulation that may be imposed on it by the Directors.

**SECRETARY:**

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

**THE SEAL:**

50. The seal shall only be used by the authority of the Directors or of a committee or Directors authorized by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary.

**DIVIDEND AND RESERVES:**

51. Subject to section 180 of the Act, the company may by ordinary resolution declare dividends with the respective rights of members, but no dividend shall exceed the amount recommended by the Directors.
52. Subject to the provisions of the Act, the Directors may from time to time pay to the members such interim dividends as appears to the Directors to be justified by the profits of the company available for distribution.
53. The Directors may before recommending any dividend, set aside out of the profits of the company such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors be applicable to any purpose, to which the profits of the company may be properly applied and pending such application may, at like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as the Directors may from time to time think fit. The Directors may also, without placing the same to reserves, carry forward any profit, which they may think prudent not to divide.
54. No dividend or other moneys payable in respect of share in respect of share shall bear interest against the company unless otherwise provided by the rights attached to the share.
55. Any dividend which has remained unclaimed for twelve years from the date when it became due for payment, if the Directors so resolve, be forfeited and cease to remain owing by the company.

## **ACCOUNTS:**

56. The Directors shall cause proper books of accounts to be kept with respect to: -
- (a) All sums of money received and expended by the company and the matters in respect of which receipt and expenditure takes place.
  - (b) All sales and purchase of goods by the company
  - (c) The assets and liabilities of the company.
57. The books of account shall be kept at the registered office of the company, or subject to section 151 (4) of the Act, at such other place or places as the Directors think fit, and shall always be open to the inspection of the Directors.
58. The directors shall, in accordance with sections 153, 155 and 159 of the Act, cause to be prepared and to be laid before the company in general meeting such Profit and Loss Accounts, Balance sheets, Cash flow statements, Group accounts (if any) and reports as are referred to in these sections.

## **AUDIT:**

59. Auditors shall be appointed and their duties regulated in accordance with sections 170 to 179 of the Act.

## **WINDING UP:**

60. If the company is wound up, the liquidator may, with sanction of a special resolution of the company and any other sanction required by the Act divide amongst the members in specie the whole or any part of the assets of the company and may, for that purpose, set such value as he deems fair upon any property to be divided and may determine how such division shall be carried as between the members or different classes of members. The liquidator may with the like sanction vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members, as the liquidator shall determine.

## **INDEMNITY:**

61. Subject to the provisions of the Act, every Director, Officer or Auditor of the company shall be indemnified out of the assets of the company against any liability upon him in defending any proceedings whether Civil or Criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 481 of the Act to which relief is granted to him by the court.

## **ALTERATIONS OR ADDITIONS:**

62. Subject to the provisions of the Act and to those contained in the Memorandum of Association, the company may by special resolution make alterations or additions and 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 resolution.

**Name, Address and  
Description of each  
Subscriber**

**Number of shares  
taken by each  
subscriber**

**Signature of  
each subscriber**

1. Boniventura Destery Kiswaga 1,200  
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*Boniventura*  
.....

2. Michael Busumabu Boniventura 800  
Plot No. 39 Block D  
Nyakato area  
P.O.Box 11624  
**Mwanza.**

*M*  
.....

Dated at *Mwanza* this *28<sup>th</sup>* day of *October* 2011

**WITNESS TO THE ABOVE SIGNATURE:**

**Signature:** *[Signature]* .....

**Name:** *Rubang Shiluki* .....

**Qualification:** *Advocate* .....

**R. LUBANGO SHILUKI**  
Advocate, Notary Public &  
Commissioner for Oaths  
P. O. Box 32196, DSM.