

THE COMPANIES ACT, CAP 212  
COMPANY LIMITED BY SHARES  
MEMORANDUM  
AND

ARTICLE OF

ASSOCIATION OF

**AVOAFRICA FARMS TZ LIMITED**

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

**DRAWN BY:**

ASIF AMIN MUHAMMAD (SUBSCRIBER)  
TILISURU HOUSE NO 3,  
KITUSURU ROAD  
NAIROBI KENYA




THE COMPANIES ACT, CAP 212  
COMPANY LIMITED BY SHARES  
MEMORANDUM OF ASSOCIATION  
OF

**AVOAFRICA FARMS TZ LIMITED**

1. The name of the Company is “**AVOFRICA FARMS TZ LIMITED**”
2. The registered office of the Company will be situated in the Mainland of the United Republic of Tanzania.
3. The purpose for which the Company is established is the transaction of any and all lawful business for which companies may be incorporated in Tanzania and more particularly the Company shall have powers on the objects for which the Company is established are:-
  - (a) To carry on business of Agriculture farms;
  - (b) To carry business of processing and preserving of fruits and vegetables;
  - (c) To carry on business of mixed farming;
  - (d) To carry on business as support activities for crop production;
  - (e) To carry on business of growing other non-perennial crop cultivation;.
  - (f) To carry on business of Export (raw materials, agricultural products, finished goods );
  - (g) To acquire interests in the share or loan capital of any company or companies including but not limited to companies engaged in the lawful business of agency and distributorship of goods and services of any kind and all kinds;
  - (h) To provide consultancy services in the areas of the company’s businesses;
  - (i) To acquire by purchase, exchange or otherwise, land, houses and buildings whether subject or not to any charges or encumbrances, and to hold or to sell, let, alienate, mortgage, charge or otherwise deal with all or any of such lands or premises;
  - (j) To acquire any such shares, stock, debentures, debenture stock, bonds, notes, obligations, warrants, options or securities by subscription, purchase, exchange, underwriting or otherwise, and whether or not fully paid up, and subject to such terms and conditions (if any) as may be thought fit;
  - (k) To carry on the business of wholesale trade;
  - (l) To carry on the business of transportation;
4. The liability of the members is limited.
5. The authorized share capital of the Company is Tanzania Shillings **Four Hundred Million (TZS 400,000,000)** divided into TZS **10,000** ordinary shares of TZS **40,000** each with such 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

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

No	Names, addresses and Subscription of subscribers	Number of shares taken by each subscriber	Signature of subscribes
1.	ASIF AMIN MUHAMMAD TULISURU HOUSE NO 3 KITUSURU ROAD NAIROBI, KENYA	5,000	
2.	MIHINGO MWANGI A21, KANGUD ROAD NAIROBI KENYA	3,000	
3.	HENDRIK ROODENBURG NIJVERHEIDSWEG 20 2742RG WADDINXVEEN THE NETHERLANDS	2,000	

Dated at ..... 23<sup>rd</sup> ..... this September day of 2022

**WITNESS to the above Signature**

Signature..... 

Name..... INNOCENT BEDA MSOFFE.....

Postal Address..... P.O. Box 16549 DSM.....

Qualification..... COMMISSIONER FOR OATS.....



THE COMPANIES ACT, (CAP 212)

ARTICLES OF ASSOCIATION OF

**AVOAFRICA FARMS TZ LIMITED**

**PRELIMINARY**

**Table A**

1. The regulations in Table "A" in Part II of the Schedule to the Companies Act (Chapter 212), shall not apply to this Company, but the following shall be the regulations of the Company.
2. In the construction of these Articles the following words shall have the respective meanings hereby assigned to them, unless there be something in the context inconsistent therewith:

*"the Act"* means the Companies Act (Chapter 212);

*"the articles"* means these articles of the Company;

*"clear days"* in relation to the period of a notice means that period excluding the day when the notice is given or on which it is to take effect;

*"the holder"* in relation to shares means the member whose name is entered in the register of members as the holder of the shares;

*"member"* means a person who holds shares in the Company

*"the seal"* means the common seal of the company;

*"secretary"* means the secretary of the Company or any person appointed to perform the duties of the secretary of the Company.

3. Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photograph, and other modes of representing or reproducing words in a visible form.
4. 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.

**PRIVATE COMPANY**

5. The Company is a private Company and accordingly:
  - (a) The right of members to transfer shares is restricted in the manner hereinafter provided.
  - (b) The initial number of members shall be two but the directors may from time to time, register an increase in the number of members provided that they shall not exceed fifty.

- (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.

## **SHARE CAPITAL AND SHARES**

### **Share Capital**

- 6. The authorized share capital at the date of adoption of these articles is Tanzania Shillings is four hundred million (TZS **400,000,000** divided into TZS **10,000** ordinary shares of TZS **40,000** each.
- 7. All shares are to be fully paid up. No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the company in consideration for its issue,

### **Issue and Allotment of Shares**

- 8. Subject to the provisions of the Act any unissued shares shall not be issued except with the approval of the directors.
- 9. Subject to the provisions of the Act, and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Directors may by ordinary resolution determine.
- 10. Subject to the provisions of section 61 of the Act, any shares may, with the sanction of an ordinary resolution, be issued on the terms that they are, or at the option of the Company liable to be redeemed on such terms and in such manner as the Company before the issue of the shares may by special resolution determine.

### **Share Rights**

- 11. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of the class. To every such separate general meeting the provisions of these articles relating to general meetings shall apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll.
- 12. The rights conferred upon the holders of the shares of any class shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking pair passu therewith.

### **Share Certificates**

13. Every person whose name is registered as member in the register of members shall, without payment, be entitled to a certificate under the seal of the Company specifying in the share, or shares held by him and the amount paid up thereon, provided that respect of a share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all,
14. If a share certificate is defaced, worn out, lost or destroyed, it may be renewed on such terms (if any) including indemnity as the directors may determine but otherwise free of charge.

### **Lien on Shares**

15. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share; but the directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The Company's lien, if any, on a share shall extend to any amounts payable in respect of it.
16. The Company may sell, in such manner as the directors determine any shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after a notice in writing has been given to the holder of the share, or the person entitled thereto by reason of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.
17. To give effect to any such sale the directors may authorize some person to transfer the shares sold to, or in accordance with the directions of, the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer and his title to the shares shall not be affected by any irregularity or invalidity in the proceedings in reference to the sale.
18. The net proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue, if any, shall (upon surrender to the Company for cancellation of the certificate for the shares sold and subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

### **Calls on Shares**

19. Subject to the terms of allotment, the directors may, from time to time, 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 conditions of allotment thereof made payable at fixed times, provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call, and each member shall (subject to receiving at least fourteen clear days' notice specifying when and where payment is to be made) pay to the company as required by the notice the amount called on his shares. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made.

20. A call shall be deemed to have been made at the time when the resolution of the directors authorizing the call was passed.
21. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
22. If a call remains unpaid after it has become due and payable, the person from whom the sum is due shall pay interest on the amount unpaid from the day it became due and payable to the time of actual payment at the rate fixed by the term of allotment of the share or, if no rate is fixed, at a rate not exceeding five percent per annum as the directors may determine, but the directors may waive payment of such interest wholly or in part.

### **Transfer of Shares**

23. The instrument of transfer of any share shall be in any usual form or any other form which the directors may approve and 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 transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.
24. Subject to the Act or any other applicable law no share in the Company's capital shall be transferred (which expression shall include any disposition of any legal or equitable interest in any share and whether by way of gift, sale, mortgage or otherwise) unless and until the member who intends to make the transfer ('the seller') has given the other members a right of first refusal to acquire such shares and either the other members have declined the offer of such right or have failed to pay a reasonable price for the shares based on the value assessed by the Company's auditors.
25. The seller must first give the other members (the continuing members) an irrevocable notice in writing (Transfer Notice) setting out details of the proposed transfer, including the identity of the proposed buyer and the price per share agreed with such buyer. The Transfer Notice shall constitute an offer by the seller to sell the same proportion of its shares to each continuing members as the proportion of that continuing member's shares (that proportion of the seller's shares being the continuing the member's pro rata shares), to the continuing members on the same terms.
26. If any continuing member gives written notice to the seller within 20 Business Days of receiving the Transfer Notice that it wishes to buy all the continuing member's pro rata shares at the price per share set out in the Transfer Notice, the continuing member will be bound to buy and the seller will be bound to sell all of the continuing member's pro rata shares on such terms.
27. If any continuing member does not notify the seller that it wishes to buy the relevant shares within the time period specified in Article 26, the seller may transfer all (but not some only) of its shares at any time within 20 Business Days of the expiry of such time period to the buyer identified in the Transfer Notice at a price not less than the price specified in the Transfer Notice.
28. The directors shall not register any transfer of any shares (whether or not it is a fully paid share) if registering it would contravene article 32 and may without assigning any reasons therefore decline to register any such transfer.

29. If the directors refuse to register a transfer they shall within sixty days after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.
30. The registration of transfers of shares or any transfers of any class of shares may be suspended at such times and for such periods (not exceeding thirty days in any year) as the directors may determine.
31. No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting title to any share.
32. Notwithstanding any other provision of these articles no share shall be transferred to an existing shareholder or any other person if such transfer would reduce the total number of shares held by Tanzanian nationals in the capital of the Company to less than any statutory minimum reserved for Tanzanian nationals under any applicable law.

### **Transmission of Shares**

33. A person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as may properly be required by the directors and subject as hereinafter provided, either elect by notice to the company to be registered as holder of the share, or elect to have some person nominated by him registered as the transferee in which case he shall execute the appropriate instrument of transfer. All the articles relating to the right to transfer of shares shall apply to any such notice or transfer as if it were an instrument of transfer executed by the member and the death or bankruptcy of the member had not occurred.
34. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall have the rights to which he would be entitled if he were the registered holder of the share, except that he shall not, before being registered as the holder of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the company.

### **Forfeiture of Shares**

35. If a call remains unpaid after it has become due and payable, the directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid, together with any interest which may have accrued. The notice shall name the place where payment is to be made or clearly state the designated bank and company account into which payment is to be made and shall state that if it is not complied with, the shares in respect of which the call was made will be liable to be forfeited.
36. If the notice is not complied with, any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors to that effect and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.
37. Subject to the provisions of the Act and these Articles, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors may determine, either to the person who was before the forfeiture the holder or to any other person, and at any time before a sale, re-allotment or other disposition the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person, the directors may authorize some person to execute an instrument of the transfer of the share in question.

38. Any person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares and shall surrender to the Company for cancellation the certificate for the shares forfeited, but shall remain liable to the Company for all moneys which, at the date of forfeiture, were payable by him to the Company in respect of the shares, but his liability shall cease if and when the Company shall have received payment in full of all such moneys in respect of the shares.
39. A statutory declaration by a director or the secretary that a share has been forfeited on a date stated in the declaration shall be conclusive evidence of the facts stated therein as against all persons claiming to be entitled to the share, and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and such title shall not be affected by any irregularity or invalidity of the proceedings in reference to the forfeiture or disposal of the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity or invalidity of the proceedings in reference to the forfeiture or disposal of the share.

### **Alteration of Capital**

40. 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. Convert all or any of its paid up capital into stock and reconvert that stock into paid up shares of any denomination.
  - d. Subject to the provisions of section 65 (1) (d) of the Act, sub-divide its existing shares, or any of them, into shares of smaller amount than is fixed by the memorandum of association.
  - e. 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 called.
41. Whenever as a result of a consolidation of shares any members would become entitled to fractions of a share, the directors may, on behalf of those members, sell the shares representing the fractions for the best price reasonably obtainable to any person (including subject to the provisions of this Act, the Company) and distribute the net proceeds of sale in due proportion among those members, and the directors may authorize some person to execute an instrument of transfer of the shares to or in accordance with the directions of the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
42. Subject to the provisions of the Act, the Company may by special resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any way.

## **GENERAL MEETINGS**

### **Annual and Extraordinary General Meetings**

43. Subject to the provisions of the Act the Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the 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 meeting.
44. Provided that so long as the Company holds its first annual general meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such time and place, as the directors shall appoint.
45. All general meetings other than annual general meetings shall be called extraordinary general meetings.
46. The directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or, in default, by such requisitions as provided by section 133 of the Act.

### **Notice of General Meetings**

47. Every general meeting shall be called by twenty one (21) clear days' notice in writing at the least. The notice shall specify the place, the day and hour of meeting and, in case of special business, the general nature of that business:

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

- a. in the case of a meeting called as annual general meeting, by all the members entitled to attend and vote thereat; and
  - b. in the case of any other meeting, by a majority of the members having a right to attend and vote at the meeting, being a majority together representing not less than ninety – five percent of the total voting rights at that meeting of all of the members.
48. Subject to the provisions of the articles, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and auditors. The accidental omission to give notice of a meeting to, or the non-receipt of a notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings at that meeting.

## **PROCEEDINGS AT GENERAL MEETINGS**

### **Quorum**

49. No business shall be transacted at any general meeting unless a quorum of members is present at the commencement of the business and also when such business is voted upon. The quorum at any general meeting shall be two persons present in person or by proxy or a duly authorized representative of a corporation. If a quorum is not present within 30 minutes of the time fixed for the relevant meeting, the meeting shall be adjourned for 5 Business Days at the same time and place. Notice of an adjourned meeting shall be given to all the members. If a quorum is not present within 30 minutes of the time fixed for the adjourned meeting, those members present will constitute a quorum.

### **Adjourned Meeting**

50. The chairman may, (with the consent of any meeting at which a quorum is present and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting had the adjournment not taken place.
51. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice of the adjourned meeting shall be given specifying the time and place of the meeting and the general nature of the business to be transacted. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

### **Proceedings**

52. All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the directors and auditors, the election of directors in the place of those retiring and the appointment and fixing of the remuneration of the auditors
53. The Chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the general meeting, but if neither the chairman nor such other director (if any) be present within fifteen minutes after the time appointed for the holding of the meeting and willing to act, the directors present shall elect one of their number to be chairman of the meeting and, if there is only one director and willing to act, he shall be chairman.
54. If at any meeting no director is willing to act as chairman or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be a chairman of the meeting.
55. A director shall, notwithstanding that he is not a member, be entitled to speak at a general meeting and any separate meeting of the holders of any class of shares in the Company.

## **Votes of Members**

56. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands), demanded:-
- (a) by the Chairman; or
  - (b) by at least two members present in person or by proxy; or
  - (c) by any member or members present in person or by proxy and representing not less than one tenth of the total voting rights of all the members having the right to vote at the meeting; or
  - (d) by the directors
57. Unless a poll be so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to the effect in the book containing the minutes 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 resolution.
58. The demand for a poll may, before the poll is taken, be withdrawn.
59. Except as provided in article 54, if a poll is duly demand it shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demand.
60. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a second or casting vote.
61. A poll demanded on the election of a Chairman, or on a question of adjournment, shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time as the Chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
62. On a poll votes may be given either personally or by proxy.
63. Subject to any right or restrictions attached to any shares and to any other provisions of these Articles, at a general meeting, on a show of hands every member (being an individual) present in person or by proxy or (being a corporation) present by a duly authorised representative shall have one vote, and on a poll every member present in person or by proxy or, being a corporation, present by a duly authorized representative), shall have one vote for each share of which he is the holder

## **Proxies**

64. In accordance with section 138(1) of the Act, any member entitled to attend and vote at a meeting of the Company (including a member that is a corporation) shall be entitled to appoint another person as the member's proxy to attend and vote instead of the member and the proxy appointed to attend and vote shall have the same right as the member to speak at the meeting
65. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorized in writing, or, if the appointer is a corporation, either under seal or

under the hand of an officer or attorney duly authorized. A proxy need not be a member of the Company.

66. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or notarially certified, shall be deposited at the registered office of the Company or at such other place within Tanzania as is specified for that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and, in default, the instrument of proxy shall not be treated as valid.
67. An instrument appointing a proxy shall be in the following form or a form as near hereto as circumstances admit:-

“ ..... Limited

I/We ..... of ....., being a member/ members of the above – named company, hereby appoint .....

Of or failing him ..... of , as my/our proxy to vote for me/us on my/or behalf at the { annual or extraordinary, as the case maybe } general meeting of the company to be held on the .....day of .....20... , and at any adjournment thereof.

Signed this ..... day of, .....20.....”

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

### **Corporation acting by Representatives at Meetings**

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

### **Communication of Termination of Proxy and Removal of Corporate Representative**

70. A vote given in accordance with the terms of an instrument of proxy, or poll demanded by proxy, or by the dully authorized representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at its registered office (or at such other place at which the instrument of proxy was duly deposited) before the commencement of the meeting or adjourned meeting at which the proxy is used.

### **Members' Resolution in Writing**

71. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall have effect as if it had been passed at a 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 member.

## **DIRECTORS**

### **Share Qualification of Directors**

72. No share qualification for directors shall be required

### **Number of Directors**

73. The number of directors shall be as the members will determine from time to time by an ordinary resolution but shall not be less than two in number.

### **First Directors**

74. The first Directors shall be:

1. *ASIF AMIN MUHAMMAD*
2. *MIHINGO MWANGI*
3. *HENDRIK ROODENBURG*

### **Remuneration of Directors**

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

### **General Powers and Duties of Directors**

76. Subject to the provisions of the Act, the memorandum and the articles and to any directions given by special resolution, the directors, who may exercise all the powers of the company, shall manage the business of the Company. No alteration of the memorandum or articles and no such directions shall invalidate any prior act of the directors, which would otherwise have been valid. The powers given by this article shall not be limited by any special power given to the directors by the articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.
77. The directors may by power of attorney appoint any person to be the attorney or agent of the Company for such purposes and on such conditions as they determine, including authority for the attorney or agent to delegate all or any of his powers.
78. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the company, shall be signed, drawn, accepted, endorsed, or

Otherwise executed, as the case may be, in such manner as the directors shall from time to time by resolution determine.

79. The members may, by special resolution, direct the directors to take, or refrain from taking, specified action. No such special resolution invalidates anything which the directors have done before the passing of the resolution.

### **Disqualification of Directors and Retirement**

80. The office of director shall be vacated if the director:-
- (a) Ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director; or
  - (b) Becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - (c) Becomes of unsound mind; or
  - (d) Resigns his office by notice in writing to the Company; or
  - (e) Is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in the manner required by the Act.

### **Appointment and Removal of Directors**

81. The directors may appoint a person who is willing to act as a director, either to fill a vacancy or as an additional director, but so that the total number of directors shall not at any time exceed the number fixed by these articles. Any director so appointed shall hold office only until the next following annual general meeting, and shall then be eligible for re – election.
82. The Company may by ordinary resolution, of which special notice had been given in accordance with section 194 of the Act, remove any director before the expiration of his period of office notwithstanding anything in the article or any agreement between the Company and such director provided that the procedure set out in the Act is complied with. Such removal shall be without prejudice to any claim such director may have for damages for breach of any contract of service between him and the company.
83. The Company may by ordinary resolution appoint another person in place of a director removed from office under the immediately preceding article. Without prejudice to the powers of the directors under article 94 the Company in general meeting may appoint any person to be a director either to fill a vacancy or as an additional Director

### **Interests of Directors and Information**

84. A director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract with the company shall declare the nature of his interest at a meeting of the directors in accordance with section 209 of the Act. Subject to the provisions for the Act, and provided that he has disclosed to the directors the nature and extent of any matter of his interest, a director notwithstanding his office:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
- (b) may be a director or other officer or employed by, or a party to any transaction or arrangement with, or otherwise interested in any body corporate promoted by the Company or in which the Company may be interested; and
- (c) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment remuneration or other benefits received by him as a director or officer of, or from his interest in, such other Company unless the Company otherwise directs;

85.1 For the purposes of this Article 85.2:

- (a) general notice given to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class or persons is interested shall be deemed to be a disclosure that the director has an interest in such transaction of the nature and extent specified; and
- (b) an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

85.2 If a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the company in which a director is interested, that director is not to be counted as participating in the decision – making process for quorum or voting purposes.

### **Proceedings of Directors**

85. Subject to the provisions of the articles, the directors may regulate their meetings as they think fit. Questions arising at a meeting shall be decided by a majority of votes. **In case of an equality of votes, the Chairman shall have a second or casting vote.** A director may, and the secretary at the request of a director shall, call a meeting of the directors. A notice of a meeting of the directors need not be in writing
86. The quorum necessary for the transaction of the business of the directors may be fixed by the directors and unless so fixed shall be two.

A director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.

87. The continuing directors may act notwithstanding any vacancy but, if and so long as their number is reduced below two, the remaining director may act for the purpose convening a general meeting to increase the number of directors to that number.

### **Chairman**

88. The directors may appoint one of their members to be the Chairman of the board of directors and determine the period of which he is to hold office. If at any meeting the Chairman is not present within fifteen (15) minutes after the time appointed for holding the same, the directors present may choose one of their numbers to be chairman of the meeting.

### **Telephone Meetings**

89. The directors, and any committee of the directors, shall be deemed to meet together if, being in separate locations, they are linked by electronic communication equipment which allows those participating to hear and speak to each other or hear, speak and see each other. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting is

### **Resolution of Directors in Writing**

90. A resolution in writing, signed by all the directors or a majority of them entitled to receive notice of a meeting of directors or of a committee of directors, shall be as valid and effectual as if it had been passed at a meeting of the directors or (as the case may be) a committee of directors duly convened and held, and may consist of several documents in the like form each signed by one or more directors.

### **Committees, Managing Director**

91. The directors may delegate any of their powers to any committee consisting of one or more directors. Any committees so formed shall exercise all of the powers delegated to them in accordance with the terms of their appointment and the provisions of these articles pertaining to the duties of directors. The proceedings of a committee with two or more members shall be governed by the provisions of these articles regulating the proceedings of directors so far as they may be applicable.
92. The directors may appoint one of their numbers to be a managing director on such terms as to remuneration, term of office and responsibilities as they may think fit. Such appointment shall cease automatically when the director so appointed ceases to be a director of the Company for whatever reason.

### **Alternate Directors**

93. Any director (other than an alternate director) may, in writing, appoint any person (whether or not a director) to be an alternate director and may remove from office an alternate director appointed by him provided he notifies the company in writing.
94. The appointment of an alternate director shall terminate, or determine, or the happening of any event which if he were a director would cause him to vacate such office or if the director of who he is the alternate ceases to be a director. An alternate director's appointment as an alternate terminates:
- a. when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

- b. on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a Director;
  - c. on the death of the alternate's appointor; or
  - d. when the alternate's appointor's appointment as a Director terminates.
95. An alternate director shall be entitled to receive notice of all meetings of the directors and of all meetings of committees of directors of which his appoint or is a member, to attend and vote at such meetings at which the director who appointed him is not personally present, and generally director in his absence. An alternate director who is already a director of the company in his own right, will also be a director (and may vote) in his own right. An alternate director may attend and contribute to discussions at a meeting at which the director who appointed him is present and participating but shall not be entitled to vote.
96. An alternate director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any fee in his capacity as an alternate director, except that such part (if any) of the remuneration otherwise payable to the director who appointed him as an alternate director may by notice in writing to the Company from time to time direct.

#### **Validity of Acts of Directors**

97. All acts done by a meeting of the directors or of a committee of directors or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such director, or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and was entitled to vote.

#### **Minute Books**

98. The directors shall cause minutes to be made in books provided for the purpose:-
- a. of all appointments of officers made by the directors;
  - b. of the names of the directors present at each meeting of the directors and of any committees of the directors;
  - c. of all resolutions and proceedings at all meetings of the company, and of the directors, and of committees of directors.

#### **SECRETARY**

99. The Secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them. The directors may appoint any official of the Company or any other person or entity to act as the Secretary of the Company.
100. A provision of the Act or these articles requiring or authorizing a thing to be done by or to a director and the secretary shall not be satisfied by its being done by or to the same person acting both as director and as, or in place of, the secretary.

## **THE SEAL**

101. The seal shall only be used by the authority of the directors or of a committee of the 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 or by a second director.

## **ACCOUNTS AND AUDIT**

### **Accounts**

102. The directors shall cause proper books of account to be kept with respect to:-
- a) All sums of money received and expended by the Company and the matters in respect to which the receipt and expenditure takes place;
  - b) All sales and purchase of goods by the company; and
  - c) The assets and liabilities of the company.
103. Property books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and clear view of the state of the Company's affairs and to explain its transactions.
104. 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.
105. No member shall (as such) have right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorized by the directors or by ordinary resolution of the Company.
106. The directors shall from time to time in accordance with sections 151,155 and 160 of the Act, cause to be prepared and to be laid before the company in general meeting, such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those sections.
107. In accordance with section 164 of the Act, the copy of the Company's annual accounts to be laid before the Company in general meeting together with a copy of the directors' report and the auditors shall not less than twenty – one days before the date of the meeting be sent to every member of, and every holder of debentures of, the Company. Provided that this article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any debentures.

### **Audit**

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

## **PROFITS AND DISTRIBUTIONS**

### **Capitalization of Profits**

109. The directors may, with the authority of an ordinary resolution of the Company:
- a) resolve to capitalize any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and resolve that such sum be capitalized to the members who would have been entitled to it were it distributed by way of dividend (and in the same proportions), and apply such sum either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively or in paying up in full in issued shares or debentures of the Company to be allotted and distributed;
  - b) make such provision for the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions; and
  - c) authorize any person to enter on behalf of all the members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as full paid up, of any shares or debentures to which they are entitled upon such capitalization, and any agreement made under such authority shall be effective and binding on all such members

### **Declaration of Dividends**

110. Subject to section 180 of the Act, the Company may by ordinary resolution declare dividends, and the directors may decide and pay interim dividends to the members in such amounts as appear to the directors to be justified by the profits of the Company available for distribution.
111. No dividend may be declared or paid unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.
112. The directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall, at the discretion of the directors, be applicable for any purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the directors may from time to time deem fit. The directors may also, without placing the same to reserve, carry forward any profits which they may think prudent not to divide

## **NOTICES IN GENERAL**

113. Except where stated to the contrary in these Articles, any notice to be given to or by any person pursuant to these Articles shall be in writing. A notice calling a meeting of directors need not be in writing.

114. Notice may be given to a person (including a corporate) who is (for on behalf of) a member or director of the Company:
- (a) personally (including by courier);
  - (b) by sending it by post (or by air mail in the case of an address for service outside Tanzania in a prepaid envelope addressed to the person at his address given for notice;
  - (c) by leaving it at the person's address given for notice;
  - (d) by fax
  - (e) by email
115. A member whose registered address is not within Tanzania and who gives to the Company an address within Tanzania at which notices may be given to him shall be entitled to have notices given to him at that address.
116. Any notice or other document if:
- (a) given personally, shall be deemed served when delivered;
  - (b) sent by registered post, shall be deemed to have been served or delivered 72 hours after posting to an address in Dar es Salaam, Tanzania, five days after posting to an address in Tanzania outside Dar es Salaam and seven days after posting to an address outside Tanzania ;
    - (a) sent by fax, shall be deemed served 24 hours after successful transmission; and
    - (b) sent by email, shall be deemed served when sent if transmission is successful.

### **WINDING-UP**

117. If the Company shall be wound up (whether the liquidation is voluntary, under supervision, or by the Court), the liquidator may with the authority of a special resolution, divide among the members in specie or kind the whole or any part of the assets of the Company and whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds and may for such purpose set such value as he deems fair upon any one or more class or classes of property and may determine how such division shall be carried out as between the members or different classes of members.
118. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of members as the liquidator with the like authority shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares in respect of which there is a liability.

## INDEMNITY




119. Subject to the provisions of the Act, but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 481 of the Act in which relief is granted to him by the court exonerating him from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

## ALTERATION OF ARTICLES

120. Subject to Section 13 of the Act, the Company in general meeting may, by a special resolution alter these articles.


## ARBITRATION

121. Any dispute or difference between the Company and any of the members concerning the construction or meaning of any of these articles or any act manner or thing made or done or omitted to be done or with regard to the rights or liabilities arising under these articles or from the relations between the Company and any of the members as a result of these articles or the Act, shall be resolved through arbitration in accordance with the provisions of the Arbitration Act (Cap. 15) of the Revised Laws 2002 or any modifications thereof.

No	Names, addresses and Subscription of subscribers	Number of shares taken by each subscriber	Signature of subscribes
1.	ASIF AMIN MUHAMMAD TULISURU HOUSE NO 3 KITUSURU ROAD NAIROBI, KENYA	<b>5,000</b>	
2.	MIHINGO MWANGI A21, KANGUD ROAD NAIROBI KENYA	<b>3,000</b>	
3.	HENDRIK ROODENBURG NIJVERHEIDSWEG 20 2742RG WADDINXVEEN THE NETHERLANDS	<b>2,000</b>	

Dated at Dares Salaam this 23<sup>rd</sup> Day of September 2022

**WITNESS to the above Signature**

Signature..... 

Name..... INNOCENT BEDA MSOLLE

Postal Address..... P.O. Box 16549 DSM

Qualification..... COMMISSIONER FOR GATS

