

THE COMPANIES ACT

(No. 12 of 2002)

COMPANY LIMITED BY SHARES

Memorandum

and

Articles of Association

of

LIVINGWAY (URT) LIMITED

Incorporated this^{15th} day of JULY.....2013

Drawn by:

Subscriber

Dr. Judith Mhina

P.O Box 33790

Dar es salam.

THE COMPANIES ACT, 2002

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

LIVINGWAY (URT) LIMITED

1. The name of the Company is **LIVINGWAY (URT) LIMITED**
2. The registered office of the company will be situated in Tanzania
3. The Objects for which the company is established are: -
 - (a) To provide and render consultancy services to companies, corporations, partnership, firms, business, associations, societies, co-operatives, colleges, schools and individual on the matters of Carbon credits and Carbon markets.
 - (b) To carry on the business of tree planters and keepers, charcoal dealers and all kinds of tree products, to acquire or undertake the whole or any part of the business property, and liabilities of any person, firm or company carrying on any business which company not immediately required upon such securities and in such manner as from time to time be determined.
 - (c) To enter in partnership or joint purpose arrangement or arrangement for sharing profits, Union of interest or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this company, and to acquire and hold, sell deal with or dispose of shares, stock or securities of any such company and to guarantee, interest or capital of any shares, stock or securities of and to subsidize or otherwise assist any such company, firm or person.
 - (d) To carry on any other trade or business whatsoever whether manufacturing or otherwise which can, in the opinion of the company, be advantageously or conveniently carried on by the company by way of extension of or is calculated directly or indirectly to develop any branch of the company's business or to increase the value of or turn to account any of the company's assets property or rights..
 - (e) To engage in agricultural industry and livestock operations, initiate projects concerning the agriculture and livestock industry, offer managerial service,

technical services and performance evaluation in agriculture and livestock industry.

- (f) To carry on any other trade or business whatsoever, which can in the opinion of the board of directors, be advantageously carried on by the company in connection with or as auxiliary to any of the above business or the general business of the company.
- (g) To do every kind of contractor's work in house building, public works and all other branches of works, to build, repair, alter, exploit, manage and carry out ways, roads, tram-ways, railways station, establishment for supply of water, light and electricity bridges, tunnels, channels, ports, docks, airports, quarries, mines and other works.
- (h) To carry on the business of all kinds of plumbing works and rearrangement of underground chambers for clean and waste materials over home, hospital and government buildings.
- (i) To carry on the business of auctioneers, house agents, and estate agents, surveyors, appraisers, values, brokers, commission agents, financial agents, insurance agent or broker, clearing and forwarding, tourist, travel, commercial and general agents, and to purchase or otherwise acquire, and to sell, let, or otherwise dispose of and deal in real and personal property of every description.
- (j) To carry on the business of selling cash and food crops, vegetables, fruits, animals, birds, flowers and any other goods as the market shall prevail.
- (k) To carry on the business of hotel, restaurant, conference hall services, groceries, and canteen and catering services.
- (l) To carry on the business of Revenue and debt collections in behalf of government department, parastatal organization, learning institutions, private companies, NGO, and other allied international organizations.
- (m) To carry on the business of importation of new and used cars of various model and make, acting as Commission Agent and car leasing.
- (n) To carry on the business of Fumigation, Controlling and extermination of insects and rodents in Offices, private homes, public institutions, Warehouses, Compounds and in the storage Bins, Supplying & Services of Fire Extinguishers.
- (o) To carry on the business of proprietors and/or hires of trucks, lorries, cars, minibuses, buses, self or chauffeur driven for transportation of passengers and goods within Tanzania and/or in the neighbouring countries
- (p) To carry on Business of Travellers Tours, Flight Agents, Transportation services, courier services, mover services and other related services as shall be prevailing.

- (q) To carry on the business of Forex bureau (Bureau de Change), Banking Services, to conduct Financial Consultant, Accounting procedures and techniques, internal Audit Control and computer control system.
- (r) To act as agents or brokers of Insurance, and as trustees for any person, firm or company, and to undertake and perform sub-contracts and also to act in any other business of the company through or by means of agents, brokers, sub-contractors or others.
- (s) To commerce, continue, develop, establish and carry on the business of poultry, dairy agriculture farming and any other business which any conveniently be carried on in connection therewith, and rights of the company.
- (t) To carry on the business of mineral operations including exploration, prospecting, testing, appraisal, extraction, producing, treatment, processing, refining, grading, cutting, storing, transportation, supplying, selling, exporting and marketing. And buying, trading, polishing and exporting of rough diamonds, precious and semi precious stones.
- (u) To carry on business as dealers, buyers, sellers, importers, exporters, manufacturers, stores, processors, blenders of agricultural and industrial chemicals, veterinary drugs, vaccines, animal health products, natural drug extractors, phosphorus chemicals, chemicals for water treatment, equipment suppliers and stores.
- (v) To do all or any of the above if any part of the either as principals, representative, agents or otherwise and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees or by means of any subsidiary or auxiliary company or otherwise.
- (w) To engage in manufacturing of every kind of agriculture and livestock items, including buy, sell, import and export the same.
- (x) To enter into any arrangement with any Government or Authorities (supreme, municipal, local or otherwise) or any corporation, company or person having objects that may seem conducive to the company's objects or any of them and to obtain from any such government, authority, corporation, company or person any charters, contractors, decree, tights, privileges and commission which the company may think desirable and carry out, exercise and company with any such charters, contractors, decrees, rights, privileges and concessions.
- (y) To carry on and to undertake any business transaction, operations, or consultancy commonly carried on or undertaken by promoters of companies, financiers, contractors of public and other works, capitalists, merchants, or traders and to carry on other business which may seem to the company capable of being conveniently carried on in connection with any of its objects, or calculated, directly or indirectly to enhance the value of or render profitable any of the company's or rights.

- (z) To buy and sell immovable property, movable property, chattels, goods, stock, shares and any kind of property whether movable or immovable and whether of a speculative nature or otherwise, and also to hire or lease any kind of property of things, movable or immovable.
- (aa) To issue for value coupons, stamps or other vouchers to be used or issued to their customers by dealers, shopkeepers, merchants, or other as cash discount for purchase and to redeem the same upon such terms as may be agreed upon in exchange for cash goods, merchandise or otherwise.
- (bb) To apply for, hold, purchase or otherwise acquire any patents, brevets invention, Licenses, and the like, conferring and exclusive or non exclusive or limited right to use any secret or any other information which may seem to the company capable of being profitably dealt with.
- (cc) To purchase plant, machinery implements, conveniences, provisions, and things capable of being used in connection with the operations of or required by workmen and other employed by the company.
- (dd) To enter into any arrangement for sharing profits, union of interest, amalgamation, joint venture, reciprocal concession or otherwise with any company or person carrying on or about to carry on any business of transaction capable of being conducted so as directly or indirectly to benefit this company and to take or otherwise acquire shares, debenture, and securities of any such company, and to sell, hold, reissued with or with out guarantee or otherwise deal with the same.
- (ee) To make any sell, mortgage, lease, sub lease, or other disposition of the undertaking in whole or in part of the property of the company in such manner and on such terms and conditions, at such rent, for such purpose, and for such consideration whether cash, shares, bonds, debentures or securities of any other company having objects altogether or in part similar or analogous to those of this company or otherwise as may be seemed advantageous or desirable and to divide, by way of bonus or otherwise, any such considerations in any shares, debentures or stock held or received by this company amongst the members of this company.
- (ff) To pay all the costs and expenses of and incidental to the formation and registration of the company.
- (gg) To do all or any part of the above things in any part of the world as principals or agents, and by or through agents either alone or in conjunction with others.
- (hh) To deal with any un-appropriated shares by way of bonus compensation, sale or in any way whatsoever that may appear to be to the advantage of the company.
- (ii) To adopt such means of making known the products of the company as may seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works and interest, by publication of books and periodicals and by granting prizes, rewards, and donations.

- (jj) To establish and support or aid in the establishment and support of associations, institutions, and conveniences calculated to benefit any of the employees or ex-employees of the company, or the dependents, or connections of such personas and to grant pensions and allowances, and to make payments toward insurance, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition, or for any public, general or useful object.
- (kk) To amalgamate with any other company having object altogether or in part similar to those of this company.
- (ll) To distribute among the members in pieces any property of the company, or any proceeds of sale or disposal of any property of the company.
- (mm) To establish non- profit, philanthropic, or charitable bodies for public benefit and in pursuit of knowledge, the fight against pestilence and hunger, promotion of democratic institutions, and the preservation.
- (nn) To do all such other things as are incidental or conducive to the attainment of the above objects.
- (oo) To enter into agreements with government or other supreme authorities, or municipal authorities any licenses, privileges or concessions, which the company may think it desirable to obtain, and carry out, exercise, privileges, and concessions.
- (pp) To carry on the buyers and sellers manufacturers, importers, exporters and dealers of and in matches, fuses lights, and other brushes, combs, razors, soap, sponge and other toilet requisites, newspapers, periodicals.
- (qq) To establish, grant and take up agencies in any part of the world, and to do all such other things as the company's business either as principals or agents, and to remunerate any person in connection with the establishment or granting of such agencies upon such term and conditions as the company may think fit.
- (rr) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined.
- (ss) To draw, make, accept, endorse, discount execute and issue promissory notes, bills of lading, warrants, debentures and negotiable or transferable instruments.
- (tt) To obtain any provisional order, Act or act of Parliament for enabling the Company to carry any of its objects into effect, or for affecting any modification of the Company's constitution, or any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated, directly or indirectly to prejudice the company's interest.

- (uu) To take or otherwise and hold shares in any other company having objects altogether or in part similar to this company, or carrying on any business capable of being conducted so as directly or indirectly to benefit the company.
- (vv) To transact or carry on all kinds of Agency business and in particular in relation to the investment of money, the sale of property, and the collection and recipient of money.
- (ww) To do all other things as may be deemed incidental or conducive to the entertainment of the objects or any of them.

And it is hereby declared that:-

The word "Company" in this clause, except where used in reference to this company, shall be deemed to include any partnership or other body of persons, whether corporate or incorporate, and whether domicile in the United Republic of Tanzania or elsewhere.




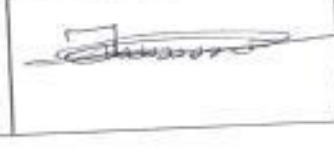
The object specified in each of the paragraphs of the paragraph of this clause shall be regarded as independent objects, and accordingly shall in no way be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph of the name of the company but may be carried out in as full and ample a manner and construed in as wide as sense as if each of the said paragraph define the objects of the separate and distinct compound.

The meaning of any general word or words in any paragraph of this clause shall not be restricted by being construed generic with any particular word or words in the same paragraph.

4. The Liability of the members is Limited.

5. The share capital of the company is Tanzania shillings Five Hundred million (Tshs 500,000,000/=), divided into Ten Thousand (10,000) Ordinary shares of Tanzania shillings Fifty Thousand (50,000/=) 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.

We, the several persons whose names, addresses and descriptions 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.

NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS	NUMBER OF SHARES TAKEN	SIGNATURES OF SUBSCRIBERS
CHRIS MEREKINI P.O.BOX 33790 DAR ES SALAAM	5000	
ERNEST. P. IRUNGU P.O.BOX 33790 DAR ES SALAAM	2500	
JUDITH MHIINA ESTON MKASIKA P.O. BOX 33709 DAR ES SALAAM	1250	
ESTON. M. KASIKA P.O. BOX 33790 DAR ES SALAAM	1250	

Dated at.....*Dares Salaam*.....this.....*12*.....day of.....*July*.....2013

WITNESS to the above Signatures:-

Name.....

Signature.....

Postal Address.....

Qualification.....



- (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.
3. The Directors may in their discretion and without assigning any reason thereof refuses to register the transfer or any person whom it shall in their opinion is undesirable for any person whatsoever to admit the membership.
4. Subject of Clauses 2 and 3 hereof the right to members to transfer their shares shall be restricted as follows:-
- (a) No share shall be transferred to a person who is not a member or any person selected by the Directors as one who it is desirable in buying the shares. All share transfers shall be confirmed by Board of Directors.
 - (b) Every shareholder or trustee in bankruptcy, or any person who may desire to sell or transfer any such share and every personal representative of a deceased shareholder shall give notice in writing to the Directors that he desires to make such sale or transfer. Such notice shall constitute the Board or Directors of any member or members of the Company at a price to be agreed upon between the party giving such notice and the Board, or in case of difference to be determined by the Auditor of the Company.
 - (c) Upon price of such shares being agreed on or determined as per Clause (b) above, the Board shall forthwith give notice to such of the shareholders other than the shareholders desiring to sell or transfer the said shares stating the number and the price of such shares inviting the person to whom notice is sent to state within 21 days from the date of such notice whether he is willing to purchase any, if so, what maximum number of such shares. At such shares amongst the shareholders (if more than one) who shall have expressed their desire to purchase the same and as far as may be pro-rata according to the number of shares already held by them respectively, if there be only or one such shareholder, the whole of such shares shall be obliged to take more than the maximum of such shares stated in his answer to the said notice. Upon such apportionment being made or such one shareholder notifying his intention to purchase, as the case may be, the party desiring to sell or transfer such shares shall be bound upon payment of the said price to transfer the shares to the respective shareholders or single shareholder who shall have agreed to purchase, the same.

LIEN

5. The Company shall have a first and paramount lien upon all shares whether fully paid or not) registered in the name of any member, either alone or jointly with any person, for the debts liabilities and engagements, whether solely or jointly with any other person, to or with the company whether the period for the payment fulfilment or discharge thereof shall have actually arrive or not, and such lien shall extend to all dividends from time declared in respect of such shares. But the Directors may at any time declare any share to exempt, wholly or partially from the provisions of the Articles.

6. The Directors may sell the shares subject to any such lien at such time or times and in such manner as they think fit, but no sell shall be made until such time as the moneys in respect of which such lien exists or some part thereof are or is presently payable or the liability or engagement in respect of which such lien exists is liable to be presently fulfilled or discharged until a demand and notice in writing stating the amount due or specifying the liability or engagement, and demand payment or fulfilment or discharge thereof, and giving notice of intention to sell in default shall have been served on such member or the person (if any) entitled by transmission to the shares and default in payment, fulfilment or discharge shall have been made by him or them for thirty days after such notice.
7. The net proceeds of any such sale shall be applied in or towards satisfaction of the amount due to the Company or of the liability or engagement as the case may be and balance (if any) shall be paid to the member or the person (of any) entitled by transmission to the shares so sold.
8. Upon any such sales as aforesaid the Directors may authorize some person to transfer the shares sold to the purchaser and may enter the name in the register as holder of the shares, and the purchaser shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceeding in reference to the sale.
9. No member shall be entitled to receive any dividend or exercise any privilege as member until he shall paid all calls for the time being due and payable on every share held by him whether alone or jointly with any other person together with interest and expenses (if any).

CALL ON SHARES

10. The Director may from time to time make calls upon the members in respect of any money unpaid on their shares, and each member shall pay to the Company at the time or times specified the amount called on his shares.
11. The joint holder share shall be jointly and severally or the pay all calls in respect thereof.
12. If a sum called in respect of a share is not paid before or on the days appointed for payment thereof, the person from whom the sum is due shall pay interest upon the sum at such rate the Directors may determine from the date appointed for the payment thereof to time of the actual payment, but the Directors shall be at Liberty to waive payment payable by virtue of a call made and notified.
13. The provision of these articles as to payment of interest shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the share or by way of a premium, as if the share become payable by virtue of a call made and notified.
14. The Director 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 time of payment.

15. The Director may authorize the payment of any sum due by a member in respect of his share by such instalments and upon such terms as to interest or otherwise as they determine.
16. The Director may, if they think fit, receive from any member willing to advance the same, all or any part of the money uncalled and unpaid upon any share held by him and upon all or any of the money so advanced may (until the same would, but for such advance, become presently payable) pay interest at such rate any be agreed between the member paying the sum in advance and the Directors.

TRANSFER AND TRANSMISSION OF SHARES

17. The Director may at their own absolute and controlled discretion and without assigning any reason thereof decline to register any transfer of register any transfer of shares on which the company has a lien. The Directors may also suspend the registration of transfer during the fourteen day proceeding may Ordinary General Meeting in each year and at such time as the Director may direct, not exceeding in all thirty day in each year. The Director may decline to recognize instrument or transfer unless:
 - i. A fee not exceeding twenty thousands shillings is paid to the Company in respect there of and
 - ii. The instrument of transfer is accompanied by the certificate of the shares to which it rates and such other evidence as the Directors may reasonable require to show the right of transfer or to make transfer.
 - iii. If the Director refuses to register any shares they shall within two months after the date on which the transfer was lodged with the Company send to transferee notice of such refusal.
18. Shares shall be transferred in the following form, or in any usual or common form which the Director shall approve.

I,.....of....., in consideration of the sum Shs..... paid to me by.....of.....(Hereinafter called the said transferee) do hereby transfer to the said transferee the share (or shares) number in the undertaking called **LIVINGWAY (URT) LIMITED** to hold unto the said transferee subject to the several conditions on which I hold the same; and I the transferee to hereby agree to take the said share (subject to the conditions aforesaid).

AS WITNESS or hands the.....day
of..... to 200..... witness to the signatures, or etc.

19. The executor or administrators or deceased member (not being one of the several joint holders) shall be the only person recognize by the Company as having any title to share registered in the name of such members, and in case of death of any one or more of the joint registered holders of any registered shares, the survivor shall be the only person recognized by the Company as having any title to interest in such shares.

20. Any person becoming entitled to a share in consequence of the death or bankruptcy of Member shall, upon such evidence being produced as may from time to time be required by the Directors have the right to be either registered as a Member in respect of the share or, instead of being registered himself to make such transfer of the shares as deceased or bankrupt person could have made; but the Director shall in earlier case have the right to suspend registration as they would have in case of transfer of a share by the deceased or bankrupt person before the death or bankruptcy.
21. The Director shall have the same right to refuse to register a person entitled for transmission to any shares or nominee, as if he were the transfer named in an ordinary transfer presented for registration.

FORFEITED SHARES

22. If a member fail to pay any call or instalment, of a call on the day appointed for payment thereof, the Director may, at any time thereafter during such time as part of such call or instalment remains unpaid, serve on notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.
23. the notice shall name a further (not earlier than the expiration of fourteen days from the date of notice) on or before which the payment require the notice is to be made, and shall state that the event of non-payment of before the time appointed the shares in respect of which the call was made will be liable to be forfeited.
24. If the requirements of any such as aforesaid are not complied with, any share in respect of which the notice has been given may any time thereafter before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that affect.
25. A forfeit share may be sold or otherwise disposed on such terms and in such manner as the Directors think fit, and at any time before as sale or disposition the forfeiture may be cancelled on such terms as the directors think fit.
26. A person whose shares has 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 receives payment in full of the nominal amount of shares.
27. A statutory declaration in writing that the declaring is a Director of the Company, and that a share in the Company has been duly forfeited on a date state in the declaration, shall be conclusive evidence of the fact therein stated as again all person claiming to be entitled to the share. The Company may receive the consideration if any, give for the share in any share of disposition thereof and may execute of and he thereupon of the person to whom the shares is sold or disposed of and he thereupon be registered as the holder of the share, and shall not be bound to the application of the purchase money, if any, or shall his title to the shares be affected by any irregularity or invalidity in the proceeding in reference to the forfeiture, sale or disposal of the share.

28. The provision of these regulation as to the forfeiture shall apply in the case of non-payment of any sum by the terms of issue of a share become payable at a fixed time whether on account of the amount of the share or by way of premium, as if the same had been payable by virtue of a call dully made and notified.

ALTERATION OF CAPITAL

29. The company may from time to time by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.
30. The new shares be issued upon such terms and condition and with right and privileges annexed thereto and subject to such conditions and restrictions as the General Meeting resolving upon the creation of such new such shares may be issued with a preferential or qualified dividends and in the distribution of the company with special or without any right of voting.
31. The company in General meeting may, before the issue of any new share, determine that the same, or any of them shall be offered in the first instance, and either at par or at a premium, to all the holders of any class of shares in proportion to the amount of capital held by them, or make any other provisions as to the issue and allotment of the new shares; but in default of any such determination or so far as the same shall not extend, the new share may be dealt with as if they formed part of the shares in the original capital.
32. Except so far as otherwise provide by the conditions of issue, or by these presents, any capital raised by the creation of new shares shall be considered part of the original capital and shall be subject to the provisions herein contained with reference to the payment of calls and instalments, control transfer and transmission, forfeiture, lien surrender and otherwise.
33. The Company may be ordinary resolution:
- i. Consolidated and divided all or any of its shares capital shares of larger amount than its existing shares.
 - ii. Sub-divide its existing shares, or any of them into shares of smaller amount than is fixed by the Memorandum of Association subject, nerveless to the provisions of section 5] (1) (d) of the Act.
 - iii. Cancel any shares, which, at the date of passing of the resolution have not taken or agreed to be taken by any person.
34. The Director may from time to time, at their discretion borrow, or secure the payment of any sum of money for the purpose of the company provided that the Directors shall not, without the sanction of a General Meeting of the Company and then outstanding exceed the amount of capital for the time being of the Company. Nevertheless, no lender or other person dealing with the Company shall be concerned to see or inquire whether this limit is observed.

35. The Director may raise or secure the payment of such or sums in such manner and upon such terms and condition in all respects as they think fit and in particular by the issues of bonds, perpetual or redeemable debenture or denture stock, or any mortgage, charge or other security on the undertaking of the whole or any part of the property of the Company (both present and future) including its uncalled capital for the time being.
36. The Directors shall cause a proper register to be kept in accordance with section 88 of the Act of all montage and charges specifically effecting the property of the company; and shall duly comply with the requirements of section 79 of the Act in reward to the requisition of mortgages and charges therein specified or otherwise.

GENERAL MEETING

37. Articles of Table 'A' on General Meetings shall apply subject to the following variations:-
 - (a) A general meeting, ordinary or extraordinary may with the consent in writing of all members, be convened on a shorter notice than seven days or without notice.
 - (b) Two members present either personal or by proxy shall form a quorum.
 - (b) Any ordinary resolution of the Company determined without any general meeting and evidence by writing under the hands of majority of the Directors and of the members other Company holding three-fourths of the issued shares of the Company shall be valid and effectual as an ordinary resolution duly passed at a general meeting of the Company.

NOTICE OF GENERAL MEETING

38. When it is proposed to pass a special resolution twenty one clear days' notice and in order cases fourteen days notice specifying the place, day and hour of meeting and in case of special business, the general nature of such business, shall be given to the members either by advertisement or by notice sent by or otherwise served as hereinafter provided.
39. The accidental omission to give notice of any meeting to or the non-receipt of any such notice any of the members shall not invalidate any resolution passed at such meeting.

PROCEEDING AT GENERAL MEETING

40. All business shall be deemed special that is transacted at an extraordinary meeting, and all that is transacted at an ordinary meeting, with exception or sanctioning a dividend, the consideration of the accounts, balance sheets and ordinary report of the Director and Auditors, the election of directors and other officials in the place of those retiring by rotation and fixing of the remuneration of the Auditors.

41. No business shall be transacted at any general meeting unless a quorum of members is present at the time when meeting proceeds to business save as herein otherwise provided, four members personally present or by proxy shall be a quorum.
42. The Chairman if the Director or in his absence the Deputy Chairman (if any) shall be entitled to take the chair at every general meeting. If there be not fifteen minutes after the time appointed for holding such meeting, or is unwilling to act, the Director to be Chairman and if no Directors present be willing to take the chair shall choose one of their member to be Chairman.
43. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting if convened, upon such requisition as aforesaid, shall be dissolved; but in any other case it shall stand adjourned may be notice to the shareholders appoint. If as such adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members who are present personally shall be a quorum, and may transact the business for which the meeting was called.
44. Every question submitted to a meeting shall be decided, in the first instance, by a show of hands, and in the case of an equality of voted the chairman shall, both on show of hand and on a poll, have a casting vote in addition to the votes to which they may entitled as a member.
45. At any general meeting, unless a poll is determined by the chairman or by at least four members present and entitled to vote at the meeting holding or representing by proxy or entitled to vote in respect of at least ten shares, a declaration by the Chairman that the resolution has been carried, or carried by a particular majority and a entry total that effect in the book of proceedings to the Company, shall be conclusive evidence of the fact without proof of the number of proportion of the votes recorded in favour of or against such resolution.
46. If a poll is demanded as aforesaid, it shall be taken in such manner and at such time and place as the Chairman of the meeting directors and either at once, or after an internal or adjournment, or otherwise, and result of the poll shall be deemed to the resolution of the meeting at which the poll was demanded. The demand of a poll may be withdrawn. In case of any dispute as to the admission or rejection of a vote, the Chairman shall determine the same, and such determination made in good faith shall be final and conclusive.
47. The Chairman of a general meeting may, with the consent of the meeting, adjourn the same from time and from place to place, but no business shall be transacted at any adjourned meeting other than business left unfinished at the meeting from which the adjournment took place.
48. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question of which the poll has been demanded. No poll shall be demanded on the election of a chairman of meeting, and a poll demanded on a question of adjournment shall be taken at the meeting, and poll demanded on a question on a question of adjournment shall be taken at the meeting without adjournment.

VOTES OF MEMBERS

49. On show of hands every member present shall have one vote and upon a poll every member present in person or by proxy shall have one vote for every share held by him.
50. Any person entitled under the transaction clause to transfer any shares may vote at any general meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that forty-eight hours at least before he proposes to vote he shall satisfy the Directors of his right to vote, unless the Director shall have previously admitted his right to vote at such meeting in respect thereof.
51. Where there are joint registered holders of any share any one of such persons may vote at any meeting either personally or by proxy, in respect of such joint holder be present at the meeting personally or by proxy, that one of the said persons whose name stands first on the register of such executors or administrators, of a deceased member in whose sole name any shares stand for the purpose of this clause be deemed joint holders thereof.
52. Votes may be given either personally or proxy.
53. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorized in writing. No person shall be appointed a proxy whose name is not a member of the company and qualify to vote.
54. The instrument of appointing a proxy and the power of attorney or other authorities if any, under which is signed or a nationally certified copy of that power or authority shall be deposited at the registered office of the company not less than forty-eight hours before the time for holding the meeting at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.
55. A vote given in accordance with the terms of an instrument of a proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy or transfer for the shares in respect of which his vote is given, provided no intimation in writing of the death, revocation or transfer shall have been received at the office or by the Chairman or the meeting before the vote is given.
56. Every instrument or proxy, whether for a specified meeting or otherwise shall as nearly as circumstances will admit, be in the form or to the effect as following:-

I,.....of.....in the district of.....being a member of **LIVINGWAY (URT) LIMITED**, hereby appoint..... of.....as my proxy to vote for me and on my behalf at the (ordinary and extraordinary, as the case may be) General Meeting of the Company to be held on theday of.....200.....and at adjournment thereof. As witness my hand this day of

57. No member shall be entitled to be present, or to vote on any questions, either personally or by proxy or as proxy for another member, at any General Meeting, or upon a poll reckoned in a quorum whilst any call or other sum shall be due and payable to the Company in respect of any of the shares of such member.

DIRECTORS

58. (a) Until otherwise determined by the Company in general meeting the Directors shall be not less than two and not more than ten.
- (b) The following persons shall be the first Directors to the Company:-
- (i) **Dr. Ernest Irungu**
 - (ii) **Chris Meregini**
 - (iii) **Dr. Judith Mhina**
 - (iv) **Eston Malima Kasika**
59. The share holding qualifications for Directors may be fixed by the Company in general meeting and unless and until so fixed no qualification shall be required.
60. A resolution in writing signed by all the Directors then in Tanzania shall be valid and effectual as if it had been passed at a meeting of Directors duly called and constituted.
61. The Directors may from time to time borrow raise moneys for the purpose to the Company which may exceed the issued share capital of the Company.

POWER AND DUTIES OF DIRECTORS






62. The management of the business of the Company shall be vested in the Directors, and the Directors may exercise all such powers and do all such acts and things as the company is by its Memorandum of Association or otherwise, authorities to exercise and do and are not hereby or by statute directed or required to be exercised or done by the company in General Meeting, but subject nevertheless to the provision of the Act, and of these presents, from time to time made by the company in General Meeting; provided that no such regulations not being in consisted with these parents, from time to time made by the company in General Meeting; provided that so no such regulation shall invalidate any prior act of the Director which would have been valid if such regulations had not been made.
63. The Director of the Company shall have power from time to time to grant leases of and licenses to occupy the building of the Company or parts thereof to any member or members of the Company and in each to any case to determine the terms and conditions upon which any such lease or license shall be granted.

ALTERATIONS OR ADDITIONS

88. 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 to the Articles of Association and any such alterations or addition as made shall be as valid and effectual as if originally contained in these Articles and be subject in like manner to alteration by Special Resolution.

ARBITRATION

89. If and whenever any dispute or difference shall arise between the Company and any of the members or their respective representative touching upon the construction or meaning of any of the Articles herein contained or any act, matter or thing made or done or omitted to be done or with regard to the rights or liabilities arising under or arising out of the relation existing between the parties by reason of these Articles or the Act, such differences shall (unless a sole arbitrator be agreed upon) forthwith be referred to the arbitration of three (3) arbitrators, one to be appointed by each party and the third to be appointed by the first two or, in the event of failure to agree within thirty (30) days the procedure laid down in the Arbitration Ordinance (Cap. 15) or any then existing statutory modifications or re-enactment thereof shall apply.

NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS	NUMBER OF SHARES TAKEN	SIGNATURES OF SUBSCRIBERS
CHRIS MEREGINI P.O.BOX 33790 DAR ES SALAAM	5000	
ERNEST. P. IRUNGU P.O.BOX 33790 DAR ES SALAAM	2500	
JUDITH MTHINA  ESTON M KASIKA P.O. BOX 33709 DAR ES SALAAM	1250	
ESTON. M. KASIKA P.O. BOX 33790 DAR ES SALAAM	1250	

Dated at Dar this 12 day of July 2013

WITNESS to the above Signatures:-

Name.....

Signature..... 

Postal Address.....

Qualification.....

