

THE COMPANIES ACT, 2002

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

**KAMANI J I MEDICAL CENTER COMPANY
LIMITED**

DRAWN BY:
NG'WASI DAMAS KAMANI (PROMOTER)
P.O.BOX 11712,
MWANZA.

TANZANIA

Certificate of Incorporation

No. _____

I HEREBY CERTIFY THAT

KAMANI J I MEDICAL CENTER COMPANY LIMITED is this day incorporated under the Companies Act, 2002 and that the Company is limited.

Given under my hand at _____, this _____ day of _____ 2018.

THE COMPANIES ACT, 2002
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION

OF

KAMANI J I MEDICAL CENTER COMPANY LIMITED

1. The name of the company is **KAMANI J I MEDICAL CENTER COMPANY LIMITED**
2. The registered office of the Company shall be situated in the United Republic of Tanzania.
3. The objects for which the Company is established are:

(A) MAIN OBJECTS TO BE PURSUED BY THE COMPANY ON ITS INCORPORATION ARE:—

1. To purchase, lease or otherwise acquire, establish, maintain, operate, run, manage or administer hospitals, Medicare, health care, diagnostic, health aids, nursing homes, and research centers.
2. To provide medical relief to the public in all branches of medical schemes by all available means.
3. To carry out medical and clinical research by engaging in the research and development of all medical sciences, and therapies.
4. To procure or otherwise acquire vaccines, drugs, contraceptives, chemicals lab reagents, surgical dressings, health kits and other medical consumables of desired quality, quantity and specifications from suppliers and manufacturers inside and outside Tanzania.
5. To undertake, promote or engage in all kinds of research including clinical research and development work required to promote, assist or engage in setting up hospitals, health care centers and facilities for manufacturing medical equipments etc.
6. To provide, encourage, initiate or promote facilities for the discovery, improvement or development of new methods of diagnostic, understanding and prevention and treatment of disease.
7. To establish, run, promote and make investment in, educational institutions, schools, colleges, technical educational institutes for imparting medical and healthcare education and management training

including in the fields of medicine, nursing, physical medicine and rehabilitative medicine, pharmacy and allied medical administration and management of such medical institutions including Health and Hospital Management Training and Development, Pharmaceutical Management, Hospitality, Programmes for skills and competency development, Training and certification of professionals.

(B) THE OBJECTS INCIDENTAL OR ANCILLARY TO THE ATTAINMENT OF THE MAIN OBJECTS ARE:—

1. To conduct and to carry on experiments and to provide funds for research works and for scholarships, stipend, remuneration and/or other payments or aid to any person or persons encouraged in research work, or work connected with or conducive to research and to encourage and to improve knowledge of the persons who are engaged or likely to be engaged in any medical or related profession so as to make available medical relief to the public at large.
2. To promote manage, cooperate with or afford assistance to or otherwise assist the work of any other foundation, institution or body engaged in medical research, treatment.
3. Subject to such consents as may be required by the law, to borrow and raise money for the objects of the company on such terms and conditions and on such security as may be thought fit.
4. To establish, maintain and/or manage hostel, building houses, staff quarters and other conveniences for the benefit of the students, staff and other employees of the Company.
5. To purchase, take on lease, or in exchange, hire or otherwise acquire any estates, land or lands, in Tanzania, or elsewhere, and any rights, privileges, and easements and concessions and factories machinery, implements, tools, live and dead stock, stores effects and other property, real or personal, immovable or movable of any kind which may be required for attaining the main objects.
6. To buy or generate for its own use or otherwise steam, heat, light, electricity, gas, motive power and hydro-electric or water power for the purpose of the business of the Company.
7. To construct, maintain and alter any buildings, or works, necessary or convenient for the purposes of this company and to purchase, hire, construct, improve, maintain, work, manage, carry out, or control any roads, branches of sidings, bridges, reservoirs, water courses, river transport services, wharves, manufactories, warehouses, electric workshops, stores, jetties, and other conveniences and works which may seem calculated directly or indirectly to advance the company's interest and to contribute to

subsidise or otherwise assist or take part in the constructions, improvements, maintenance, workings, management, carrying out, or control thereof.

8. To plant, grow and produce agricultural products and other produce of any kind in Tanzania or elsewhere necessary or useful for the business of the company.
9. To enter into any arrangements or agreement with any Government, State or authority, municipal, local or otherwise, or any corporation, companies, or persons that may seem conducive to the attainment of the company's objects or any of them and to obtain from any such Government, State authority, Co-operation, Company or persons any rights, privileges or concessions and to carry out, exercise and comply with such arrangement or agreement.
10. To acquire by purchase or otherwise for the business of the company in Tanzania or elsewhere, any lands, manufactories, buildings, mills, plants, engines, machinery and other things found necessary for the business of the Company.
11. To exercise, conduct research, develop, grant licences, in respect of, sell, let, or otherwise turn to account any inventions, processes, letters Patent, licences, concessions, rights or privileges belonging to the company or which it may acquire, or any interest in the same; to apply for takeout and register any patent or patents for any invention or inventions, or obtain exclusive or other privileges, in respect of the same, in any part of the world; and to manufacture and produce and trade and deal in all machinery, plant, articles, appliances and things capable of being manufactured, produced or traded in by virtue of or in connection with any inventions, processes, letters patent, brevets d'inventions, licences, concessions rights or privileges as aforesaid.
12. To draw, make, accept, endorse, execute, issue and negotiate bills of exchange, promissory notes, cheques, drafts, and other instruments of every description.
13. To lay out, advance, invest and deal with the Company's moneys to such person or company and in or upon such investments or securities and generally in such manner as may from time to time be determined.
14. To Procure the Company to be registered, incorporated or recognized in any place outside Tanzania.
15. To give donations or subscriptions to any religious, charitable or social institutions or to give any charity incidental to or conducive to any business that may be carried on by the Company.

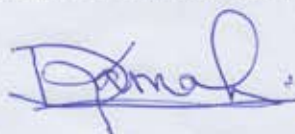


16. To sell, exchange, mortgage (with or without power of sale) assign, lease, sublet and generally otherwise deal with the whole or any part of the business, estate property or undertaking of the Company, as a going concern, to any person or persons, association or associations, or otherwise for such consideration as the company may think fit, either for cash or for shares, debentures, or securities for any other company having objects altogether or in part, similar to the objects of this company and to hold or distribute among the members in specie or otherwise the whole or part of the consideration for such sale or amalgamation with any person, company or association.
17. To establish or aid in the establishment of associations, institutions, funds, trusts and charities and other conveniences intended to benefit employees or ex-employees of the company or their dependents and to grant pension or allowances and generally to subscribe money for any public general or useful objects.
18. To establish and construct buildings and houses required to accommodate officers and workman as may be found necessary.

AND IT is hereby declared that the objects set forth in any sub-clauses shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except when the context expressly so requires, be in any other objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the company.

None of such sub-clauses or objects therein specified or the powers conferred shall be deemed subsidiary to the powers mentioned in any other sub-clause but the company shall have powers to achieve all or any of the objects conferred by and provided in any one or more of the said sub-clauses.

4. The liability of the members is Limited.
5. The share capital of the Company is **One Billion Tanzanian Shillings (1,000,000,000/=)** divided into One hundred Thousand shares of Ten Thousand Shillings each.


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

S/No	Name and Addresses of Subscribers	Number of shares taken by the Subscribers	Signatures of Subscribers
1.	KAMANI DAMAS DISMAS P.O.BOX 11712, MWANZA	30000	
2.	ISACK JONATHAN MARUMBO P.O.BOX 11712, MWANZA	30000	
3.	JOYCE MADUHU KICHIBA P.O.BOX 11712, MWANZA	30000	

Dated at Mwanza this 14th day of SEPT. 2018

WITNESS to the above signatures:

Name: PAUL KIPEJA

Signature: 

Postal address: P.O. BOX 36, MWANZA.

Qualification: COMMISSIONER FOR OATHS

Date: 14th day of September 2018.



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

OF

KAMANI J I MEDICAL CENTER COMPANY LIMITED.

1. In these articles:

“the Act” means the Companies Act, Cap. 212 of 2002

“the Seal” means the Common Seal 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 deemed to be given and the day for which it is given or on which it is to take effect.

“secretary” means any person appointed to perform the duties of the secretary of the company.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing in a visible form. Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding upon the Company.

2. The Regulations contained in Table A of the First Schedule to the Act shall apply to the Company unless expressly excluded.

3. The Company is a private company and accordingly:-

a. The right to transfer shares is restricted in the manner hereinafter prescribed.

b. The number of members of the Company (exclusive of the persons who are in the employment of the Company and of persons who, having been formerly in the Company, were while in such employment and have continued after the determination of such employment to be members of the Company) is limited to fifty PROVIDED THAT where two or more persons hold one or more shares in the Company jointly they shall for the purpose of this Article be treated as a single member

c. An 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 bearers.
4. The share capital of the Company is **One Billion Tanzanian Shillings** (1,000,000,000/=) divided into One hundred Thousand shares of Ten Thousand Shillings each.

SHARE CAPITAL

5. Every person whose name is entered as a member in the register of members shall, without payment, be entitled to a certificate under the Seal of the Company specifying the share or shares held by him or such body and the amount paid up thereon, provided that in 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.
6. The Company shall be entitled to treat the person whose name appears upon the Register in respect of any share or shares as the absolute owner thereof but shall recognise any trust or equity or equitable claim to or partial interest in such share or shares whether or not it shall have express or other notice thereof.
7. If a share certificate is defaced, lost or destroyed it may be renewed on payment of such fee, if any, not exceeding Fifty thousand shillings, and on such terms, if any, as to evidence and indemnify as the Directors think fit.

LIEN

8. The Company shall have a first and paramount lien on every share for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares standing registered in the name of any person for all monies presently payable by him or his estate to the Company; but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article.
9. The lien hereby conferred shall attach to all shares registered in the name of any person indebted or under liability to the Company, whether he be the sole registered holder or be one of several joint holders.
10. The Company's lien, if any, on a share shall extend to dividends payable thereon.
11. The Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable,

or until the expiration of twenty-eight days after a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the shares, or the person entitled thereto by reason of his death or bankruptcy to the shares.

12. For giving effect to any such sale, the Directors may authorize some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by an irregularity or invalidity in the proceedings in reference to the sale.

CALLS ON SHARES

13. The Directors may, subject to any conditions of attachment, from time to time make calls upon the members in respect of any moneys unpaid on their shares PROVIDED THAT no call shall be payable at less than thirty days from the date appointed for the last call; and each member shall (subject to being given at least fourteen days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the Directors may determine.
14. Joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
15. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest upon the sum at the rate of fifteen per cent per annum from the day appointed for the payment thereof to the date of the actual payment, but the Directors shall be at liberty to waive payment of that interest wholly or in part.

TRANSFER AND TRANSMISSION OF SHARES

16. Subject to the provisions hereinafter contained shares in the Company shall be transferable by written instrument similar to the common form hereunder provided signed by both the transferor and the transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof.

"I, of.....in consideration of the sum of Tshs.....paid to me by..... hereinafter called "the transferee") do here transfer to the said transferee the share (or shares) numbered.....in the undertaking called **KAMANI J I MEDICAL CENTER COMPANY LIMITED**, is to hold unto the said transferee, subject to the several conditions on which I hold the

same; and I, the said transferee, do hereby agree to take the said share (or shares) subject to the conditions aforesaid. As witness our hands the.....day of.....the year.....Witness to the Signature etc."

17. Save as is hereinafter provided, the Directors may in their absolute discretion decline to register any transfer of shares to a person of whom they do not approve not being already a member of the Company, and may also decline to register any transfer of shares on which the Company has a lien. The Directors may also suspend the registration of transfers during the period of fourteen days immediately preceding the Annual General Meeting in each year.
18. The Directors may also decline to recognise any instruments of transfer unless the instrument of transfer is accompanied by the certificate of the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer.
19. If the Directors refuse to register a transfer of any shares, they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.
20. The legal personal representative of a deceased holder of a share shall be the only person recognised by the Company as having any title to the share and in case of a share registered in the names of two or more holders the survivors or survivor or the legal personal representative of the survivor shall be the only person recognised by the Company as having any title to the share.
21. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member shall upon such evidence being produced as may from time to time be properly required by the Directors, have the right, either to be registered as a member in respect of the share or instead of being registered himself, to make such transfer of the shares as the deceased or bankrupt person could have made, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by the deceased or bankrupt person before the death or bankruptcy. Any person so becoming entitled to a share shall be entitled to the same dividends and other advantages to which he would be entitled as if he were the registered holder of the share, except that he shall be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.
22. Save as is herein-before provided, no shares in the Company shall be transferred otherwise than to a person who is already a member of the Company until the rights of pre-emption hereby conferred shall have been exhausted that is to say:-

- a) Every member or other person referred to in Article 16 who intends to transfer shares (hereinafter called "the Vendor") shall give notice in writing to the Board of his intention to do so. Such notice shall constitute the Board his agent for the sale of the said shares in one or more lots at the discretion of the Board to members of the Company at a price to be agreed upon by the Vendor and the Board or in default of agreement at a price which the Auditor of the Company for the time being shall certify by writing under his hand to be, in his opinion, the fair selling value thereof as between a willing Vendor and a willing Purchaser.
- b) Upon the price being fixed as aforesaid they shall forthwith give notice to all the members of the Company of the number and price of the shares to be sold and invite each of them to state in writing within fourteen days from the date of the said notice whether he is willing to purchase any and, if so, what maximum number of the said shares.
- c) At the expiration of the said fourteen days the Board shall allocate the said shares to or amongst the members who shall have expressed his or their willingness to purchase as aforesaid, and (if more than one) so far as may be pro-rata according to the number of shares already held by them respectively PROVIDED THAT no member shall be obliged to take more than the said maximum number of shares so notified by him as aforesaid.
- d) Upon such allocation being made the vendor shall be bound on payment of the said price to transfer the shares to the purchaser or purchasers. If he makes default in so doing the Chairman for the time being of the Directors of the Company or failing him one of the Directors duly nominated by resolution of the Board for that purpose shall forthwith be deemed to be the duly appointed attorney of the Vendor with full power to execute complete and deliver in the name and on behalf of the vendor a transfer of the shares to the purchasing member and the Board may receive and give a good discharge for the purchase money on behalf of the vendor and enter the name of the purchaser in the register of holder by transfer of the shares purchased by him.
- e) In the event of the whole or any lot of shares offered through the Board as provided by this Article not being sold in the manner by that article provided, the vendor may at any time within three calendar months after the expiration of the said period of fourteen days after the date of the notice given by the Board to the members, transfer the shares not so sold to any person (subject to Article 16) and at any price.

FORFEITURE OF SHARES

23. If a member fails to pay any call or instalment of a call on the day appointed for payment thereof, the Directors may at any time thereafter during such time as any part of such call or instalment as is unpaid serve a notice on him requiring payment of so much of the call or instalment is unpaid together with any interest which may have accrued.
24. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of the notice) on or before which the payment required by the notice is to be made and shall state that in the event of non-payment at or before the time appointed the shares in respect of which the call was made will be liable to be forfeited.
25. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect; and such forfeiture shall extend to and share so forfeited not actually paid at the date of the said notice. A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the Directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the Directors think fit.
26. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited shares but shall, notwithstanding, remain liable to pay to the Company call moneys which, at the date of the forfeiture, were presently payable by him to the Company in respect of the shares, but his liability shall cease if and when the Company receives payment in full of the nominal amount of the shares.
27. A statutory declaration in writing that the declarant is a Director of the Company, and that a share in the Company has been duly forfeited or expropriated on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share
28. The provisions of these articles as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, become payable at a fixed time, whether on account of the amount of the shares, or by way of premium as if the same had been payable by virtue of a call duly made and notified.

ALTERATION OF CAPITAL

29. The Company may from time to time by special resolution increase the share capital by such sum, to be divided into shares of such amount as the resolution shall prescribe.

30. Subject to any direction to the contrary that may be given by the resolution sanctioning the increase of share capital, all new shares shall, before issue, be offered to such persons as at the date of the offer are entitled to receive notice from the Company of general meetings in proportion as nearly as the circumstances admit, to the amount of the existing shares to which they are entitled. The offer shall be made by notice specifying the number of shares offered, and limited to a time within which the offer if not accepted, will be deemed to be declined, and after the expiration of that time, or on receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the Directors may dispose of the same in such manner as they think most beneficial to the Company. The Directors may likewise so dispose of any new shares which (by reason of the ratio which the new shares bear to shares held by persons entitled to an offer of new shares) cannot, in the opinion of the Directors, be conveniently offered under this Article.
31. The new shares shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the shares in the original share capital.
32. The Company may by ordinary resolution:-
- a) consolidate and divide all or any of its share capital into shares of a larger amount than its existing shares;
 - b) sub-divide its existing shares, or any of them into shares of smaller amount than is fixed by the Memorandum of association, subject, nevertheless, to the Act.
 - c) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person.
33. The Company may, by special resolution, reduce its share capital in any manner and with, and subject to, any incident authorised, and consent required, by law.

GENERAL MEETINGS

34. A general meeting shall be held once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and place as may be determined by the Directors. In default of a general meeting so held, a general meeting may be convened by any one member in the same manner as nearly as possible as that in which meetings are to be convened by the Directors.
35. All general meetings other than the Annual General Meeting shall be called Extraordinary General Meetings.

36. The Directors may, whenever they think fit, convene an Extraordinary General Meetings or, in default, an Extraordinary General Meeting may be convened as provided by Section 114 of the Companies Act.

NOTICE OF GENERAL MEETINGS

37. Subject to the provisions of the Act relating to special resolutions, seven days' notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place, the day and the hour of meeting and, in case of special business, the general nature of that business shall be given in the manner hereinafter mentioned, or in such other manner, if any, as may be prescribed by the Company in General Meeting, to such persons as are, under the regulations of the Company, entitled to receive such notice from the Company; but with the consent of all the members entitled to receive notice of some particular meeting, that meeting may be convened by such shorter notice and in such manner as those members may think fit.
38. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any member shall not invalidate the proceedings at any meeting.

PROCEEDINGS AT GENERAL MEETINGS

39. All business shall be deemed special that is transacted at an extraordinary meeting and all that is transacted at the Annual General Meeting, with the exception of sanctioning a dividend, the consideration of the accounts, balance sheets and ordinary report of the Directors and Auditors, the election of Directors and other officers in place of those retiring by rotation and the appointment and fixing of the remuneration of the Auditors
40. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business save as herein otherwise provided two members present in person or by proxy shall be a quorum.
41. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of a member or members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place, and, if at the adjourned meeting for the meeting the members present shall be a quorum.
42. The Chairman, if any, of the Board of Directors shall preside as Chairman at every general meeting of the Company.

43. If there is no such Chairman, or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting, or is unwilling to act as Chairman, the Directors present shall elect one of their members to be the Chairman of the meeting, or if no Director be present, or if none of the Director present is willing to act as Chairman, the members present shall choose one of their number to be Chairman of the meeting.
44. 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 that business unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten days or more notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
45. 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 demanded (before or on the declaration of the show of hands) by at least one member who is present in person or by proxy entitled to vote, if such member, or members, together hold not less than fifteen per centum (15%) of the issued shares of the Company, and unless a poll has been so demanded a declaration by the Chairman that a resolution has been carried or carried unanimously or by a particular majority or lost and an entry to that effect made in the minutes shall be conclusive evidence of the fact. The demand for a poll may be withdrawn.
46. If a poll is duly demanded 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 demanded.
47. In 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 casting or second vote.
48. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question should be taken at such time as the Chairman directs.
49. An ordinary resolution of the Company determined on without any general meeting and evidence by writing under the hands of all the Directors or a sole Director and of members of the Company holding in the aggregate three-fourths of the issued shares of the Company shall be as valid and effectual as an ordinary resolution duly passed at a general meeting of the Company.

VOTES OF MEMBERS

- 50. On a show of hands every member present in person shall have one vote. On a poll every member shall have one vote for each share of which he is the holder. On a poll votes may be given either personally or by proxy.
- 51. In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of votes of the other joint holders, and for purpose, seniority shall be determined by the order in which the names stand in the register of members.
- 52. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, or curator bonis, appointed by the court, and any such committee, curator bonis, or other person may, on a poll, vote by proxy.
- 53. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.
- 54. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing, or if the appointer is a corporation, either under the common seal or under the hand of an officer or attorney so authorised.
- 55. The instrument appointing a proxy and the power of attorney on other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the Company not less than seventy two hours before the time for holding the meeting or adjourned 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.
- 56. An instrument appointing a proxy may be in the following form, or in any other form which the Directors shall approve:

KAMANI J I MEDICAL CENTER COMPANY LIMITED

I,.....being a member of **KAMANI J I MEDICAL CENTER COMPANY LIMITED** do hereby appoint.....of.....as my proxy to vote for me and on my behalf at the Annual/Extraordinary General Meeting of the Company to be held on the.....day of....., 2018 and at any adjournment thereof.

Signed this...day of....., 2018

(Signature of Member).....

DISQUALIFICATION OF DIRECTORS

64. The office of Director shall be vacated if the Director:
- a) without the consent of the Company in general meeting holds any other office of profit under the Company except that of Managing Director or Manager; or
 - b) becomes bankrupt; or
 - c) becomes prohibited from being a Director by reason of any order made under Sections 213 or 269 of the Act; or
 - d) is found lunatic; or
 - e) resigns his office by notice in writing to the Company;
 - f) the company by Extraordinary Resolution determines his directorship. But any act done in good faith by a Director whose office is vacated as aforesaid shall be valid unless prior of the doing of such act a written notice shall have been served upon the Directors of the Company or any entry shall have been made in the Directors' Minute Book stating that such Director has ceased to exist.

PROCEEDINGS OF DIRECTORS

65. The Directors may meet together for the dispatch of business, adjourn, and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second vote or casting vote.
66. 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 Directors present either personally or by their alternate.
67. The continuing Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to these articles as the quorum of Directors the continuing Directors/Director may act for the purpose of summoning a general meeting of the Company, but for no other purpose.
68. The Directors may elect a Chairman of their meetings and determine the period for which he is to hold office; but if no such Chairman is elected, or if at any meeting the Chairman is not present within fifteen minutes after the time appointed for holding the same, the Directors present may choose one of the their number to be Chairman of the meeting.
69. All acts done by any meeting of the Directors shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

70. A resolution in writing signed by all the Directors or by all the members of for the time being shall be as valid and effectual as a resolution passed at a meeting of the Directors, or as the case may be, of such Committee duly called and constituted. Such resolution may be contained in one document or in several documents in like form each signed by one or more of the Directors or members of the committees concerned.

SECRETARY

71. The Secretary shall be appointed by the Directors.
72. A provision of the Act or these regulations requiring or authorising 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.

DIVIDENDS AND RESERVE

73. The Company in General Meeting may declare dividends but no dividend shall exceed the amount recommended by the Directors.
74. The Directors may from time to time pay to the members such interim dividends as appear to the Directors to be justified by the profits of the Company.
75. No dividend shall be paid otherwise than out of profits.
76. The Directors may, before recommending any dividends, 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 meeting contingencies, or for equalising dividends, or for any other 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 investment (other than shares of the Company) as the Directors may from time to time think fit.
77. Any dividend may be paid by cheque or warrant sent through the post to the registered address of the member or person entitled thereto or in the case of joint holders to any one of such joint holders at his registered address or to such person and such address as the member or person entitled or such joint holders, as the case may be, may direct. Every such cheque or warrant shall be made payable to the order of such other person as the member or person entitled or such joint holder, as the Case may be, may direct.
78. No dividend shall bear interest against the Company.

ACCOUNTS

79. The Directors shall cause proper book of accounts to be kept with respect to:
- a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
 - b) all sale and purchase of goods by the Company; and
 - c) The assets and liabilities of the Company.

“Proper books of account” means such books as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

80. The books of account shall be kept at the registered office of the Company or at such other place or places as the Directors think fit and shall always be open to the inspection of the Directors.
81. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by the Act or authorized by the Directors or by the Company in General Meeting.
82. The Directors shall, from time to time, cause to be prepared and finally to be placed before the Company in General Meeting such profit and loss accounts, balance sheets and reports as are required by law and these Articles to be so placed.

THE SEAL

83. The Directors shall provide for the safe custody of the Seal. The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors and in the presence of at least two Directors or a Director and the Secretary or such other person as the Directors may appoint for the purpose and those two Directors or Director and Secretary or other person as aforesaid shall sign every instrument to which the Seal of the Company is so affixed in their presence.

WINDING UP

84. If the Company shall be wound up the liquidator may, with the sanction of an extraordinary resolution of the Company and having due regard to the respective rights of the holders of different classes of shares to which special rights are attached, divide amongst the members in specie or kind the whole or any part of the assets of the Company and may for such purpose set such value as he deems fair upon any property to be




divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members.

85. The liquidator may, with the like sanction, vest the whole or any of the contributors as the liquidator, with the like sanction think fit, but so that no member shall be compelled to accept any shares of other securities whereon there is any liability.

INDEMNITY

86. Subject to the provisions of the Act, every Director or other officer and Auditor of the Company shall be indemnified out of the assets of the Company against all costs, charges, expenses, losses and liabilities which he may sustain or incur in or about the execution of his office or otherwise in relation thereto.

NAMES AND ADDRESSES OF SUBSCRIBERS

S/No	Name and Addresses of Subscribers	Number of shares taken by the Subscribers	Signatures of Subscribers
1.	KAMANI DAMAS DISMAS P.O.Box 11712, MWANZA	30000	
2.	ISACK JONATHAN MARUMBO P.O.Box 11712, MWANZA	30000	
3.	JOYCE MADUHU KICHIBA P.O.BOX 11712, MWANZA	30000	

Dated this 14th day of SEPT 2018

WITNESS to the above signatures:

Name: PAUL KIPEJA

Signature: 

Postal address: P.O. BOX 36, MWANZA

Qualification: COMMISSIONER for OATHS

Date: 14th day of September 2018

