

THE COMPANIES ACT (ACT NO. 12 OF 2002)

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

FRATON HOTELS COMPANY LIMITED

INCORPORATED THIS ..... DAY OF ..... 2024

DRAWN BY:

JUMA NURU RUTABANZIBWA

RJ & M ATTORNEYS

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THE COMPANIES ACT (ACT NO. 12 OF 2002)

COMPANY LIMITED BY SHARES



MEMORANDUM OF ASSOCIATION

Of

FRATON HOTELS COMPANY LIMITED

1. The name of the Company is "FRATON HOTELS COMPANY LIMITED
2. The registered office of the Company will be situated in Tanzania.
3. The objectives for which the Company is formed are: -
  - 3.1 To carry business of Short term accommodation activities
  - 3.2 To carry business of other accommodation
  - 3.3 To carry business of Restaurants and mobile food service activities
  - 3.4 To carry business of Event catering
  - 3.5 To carry on the business of Retail sale of carpets, rugs, wall and floor coverings in specialized stores.
  - 3.6 To carry on the business of Other food service activities
  - 3.7 To carry on the business of Hotels and Restaurants
  - 3.8 carry business on Beverage serving activities
  - 3.9 To carry business of the provision of accommodation, typically on a daily or weekly basis, principally for short stay
  - 3.10 To carry on the business of conferences and events service
  - 3.11 To carry on the business of meeting and event Planning Services
4. The liability of the Members is limited.
5. The share capital of the Company is Tanzanian Shillings Ten Million only (Tshs. 10,000,000/=) divided into One Thousand (1000) shares of Tanzanian Shillings Ten Thousand only (Tshs. 10,000/=) each, and the Company shall have the power to divide the original or any increased capital into several classes, and to attach thereto any preferential, deferred, qualified or other special rights, privileges, restrictions or conditions.

WE, the several persons, 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.

NAMES, POSTAL ADDRESSES AND OCCUPATIONS OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURE OF SUBSCRIBERS
NOLASCO ANTON MLWILO  Tanzania, Dodoma, Dodoma CBD, Kisasa South, Plot no. 38, Block C	500	
ALEX ALEX KOMBA  Tanzania, Dar es Salaam, Kinondoni, Magomeni, Magomeni Usalama, Plot no. 1000-1005, Block W, House 3A10	50	

Dated at Dar es Salaam this 23<sup>rd</sup> day of January 2024

WITNESS to the above Signatures: -

Name: .....

Signature .....

Postal Address: .....

Qualification: .....

Juma Nurul Rizki  
Box 7830 Dar es Salaam  
Commissioner for Oaths



THE COMPANIES ACT (ACT NO. 12 OF 2002)

(Cap. 212)

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

Of  
FRATON HOTELS COMPANY LIMITED

APPLICATION OF TABLE "A"

1. Subject as hereinafter provided, the regulations contained in Part 1 of Table "A" in the Companies Act, Act No.12 of 2002 which shall be referred hereinafter as the ((Act) shall apply to the company same for regulation 22.

INTERPRETATION

2. In these Articles unless the context otherwise requires:
  - (a) "Articles" Means these Articles of Association of "FRATON HOTELS COMPANY LIMITED
  - (b) "Board"  
  
Means the Board of Directors of the Company or the Directors present at a duly convened meeting of Directors at which a quorum has been attained
  - (c) "Company" Shall mean "FRATON HOTELS COMPANY LIMITED "
  - (d) "Clear days" In relation to the period of a notice means that a period excluding the day when the notice is given or deemed to be and the day for which is given or which it is to take effect.
  - (e) "Directors" Shall mean the Directors for the time being of the Company or if there only be one Director then such one Director.
  - (f) "Member" Shall mean a registered shareholder in the Company.
  - (g) "Month " Shall mean a calendar month.
  - (h) "Office" shall mean the registered office of the Company.

- (i) "The Act" shall mean the COMPANIES ACT (ACT NO. 12 OF 2002) or any statutory enactment or modification thereof for the time being in force, and reference to any section or provisions of the Act shall include reference to any statutory re-enactment or modification of such section or provision for the time being in force;
- (j) "The Seal" shall mean the Common Seal of the Company;
- (k) "The Board" shall mean the Board of Directors of the Company
- (l) "Secretary" shall mean any person appointed to perform the duties of Secretary of the Company.
- (m) "In writing" or "written" shall include printing and lithography and any other mode or modes of representing or producing words in a visible form.
- (n) Words importing any gender include other genders and words in the singular include the plural, and vice versa, and words importing a person shall include a body corporate.

#### PRIVATE COMPANY

- 3. The Company has been formed as a private company, and accordingly: -
  - (a) The number of members of the company (not including persons who are in the employment of the Company, and persons, who having been formerly in the employment of 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;
  - (b) Any invitation to the public to subscribe for any shares or debentures of the company is prohibited;
- 4. The right to transfer shares is restricted in the manner hereinafter provided in these articles.

#### SHARES

5. The Share capital of the Company is Tanzanian Shillings Ten Million only (Tshs. 10,000,000/=) divided into One Thousand (1000) shares of Tanzanian Shillings Ten Thousand only (Tshs. 10,000/=) 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 such rights, privileges or conditions in such manner as may for the time being be provided by the regulations of the Company.
6. Subject to the provisions, if any, in that behalf of the Memorandum of Association, and without prejudice to any special rights previously conferred on the holders of existing shares, any share may be issued with such preferred, deferred or other special rights or such restriction, whether in regard to dividend, voting, return of share capital or otherwise, as the Company may from time to time by special resolution determine, and any preference share may, with the sanction of a special resolution, be issued on the terms that it is, or at the option of the Company is liable to be redeemed.
7. The instrument of transfer of any share shall be executed by or on behalf of the transferor and 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.
8. Subject to such restriction in these regulations as may be applicable, any member may transfer all or any of his shares by instrument in writing in any usual or common or any other form which the Directors may approve, provided that the members of the company then present shall have the right of pre-emption in transfer by purchase.
9. The Directors may decline to register the transfer of a share to a person of whom they shall not approve, and they may also decline to register the transfer of a share on which the company has a lien.
10. If the Directors refuse to register a transfer, they shall within two months after the date of which the transfer was lodged with the Company send to the transferee notice of the refusal.

## CALLS ON SHARES

11. The Directors may, subject to any conditions of allotment from time to time make calls upon the members in respect of any moneys unpaid on their shares whether on account of the nominal value of the (shares or by way of premium) provided that (except as otherwise fixed by the conditions of allotment) no call on any share shall be payable at less than thirty days from the date appointment for payment of the last preceding call, and each member shall (subject to being given at least three weeks' 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.
12. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
13. If a sum called in respect of a share is not paid before or on the day appointed for payment, the person from whom the sum is due shall pay interest upon the sum at the rate of eight per centum per annum from the day appointed for the payment thereof to the time of the actual payment, but the Directors shall be at liberty to waive payment of that interest wholly or in part.
14. The provisions of these regulations as to the liability of joint holders and as to payment of interest shall apply in the case of non-payment of any sum which, by the terms of issue or a share, becomes payable at a fixed time, whether on account of the amount of the share, or by way of premium, as if the same had become payable by virtue of a call duly made and notified.
15. The Directors may, if they think fit, receive from any member willing to advance the same all or any part of the money unpaid upon the shares held by him beyond the sums actually called upon thereon as a payment in advance of call which shall extinguish, so far as the same shall extend liability upon the shares in respect of which it is advanced, and the Company may pay interest upon the money received, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which it has been received, at such rate as the member paying such sum and the Directors agree.

## TRANSFER AND TRANSMISSION OF SHARES

16. The instrument of transfer of any share shall be executed by or on behalf of the transferor and 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.
17. Shares shall be transferred in the following form, or in any usual or common form which the Directors shall approve: -

"I, A.B. of ....., in consideration of Shs... paid to me by C.D. of ..... (hereinafter called "the said transferee") do hereby transfer to the said transferee the share (or shares) numbered ..... in the undertaking called ..... 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 aforesaid ..... As witness our hands set below  
Witness to the signatures of, etc."

18. 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 to shares on which the Company has a lien. The Directors may also suspend the registration of transfer during the fourteen days immediately preceding the ordinary general meeting in each year. The Directors may decline to recognize any instrument of transfer unless:
  - (a) a fee-note exceeding two shillings is paid to the Company in respect thereof, and
  - (b) 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.

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.

19. The legal personal representatives of a deceased sole holder of a share shall be the only person recognized by the Company as having any title to the share. In the case of a share registered in the names of two or more holders, the survivors or survivor or the legal personal representatives of the deceased's survivor shall be the only persons recognized by the Company as having any title to the share.
20. 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 share 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 transfer of the share by the deceased or bankrupt person before the death or bankruptcy.
21. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall be entitled to the same dividends and other advantages to which he would be entitled to where he the registered holder of the share, except that he shall not, before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.
22. Save as hereinafter 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 it to say:
  - (i) Every member or other person referred to in Article 26 who intends to transfer shares (hereinafter called the Vendor) shall give notice in writing to the Board of his intention so to do. 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 willing purchaser.

- (ii) Upon the price being fixed as aforesaid the Board 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 thirty 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.
- (iii) At the expiration of the said thirty days the Board shall allocate the said shares to or amongst the members or member 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.
- (iv) 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 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 members as holder by transfer of the shares purchased by him.
- (v) 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 this article provided the Vendor may at any time within six

calendar months after the expiration of the said period of thirty 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 24) and at any price.

#### FORFEITURE OF SHARES

23. If a member fails to pay any call or installment 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 installment remains unpaid serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued.
24. The notice shall name a further day (not earlier than the expiration of three weeks 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 such notice as aforesaid are not complied with, any share in respect of which the notice has been given may at any time hereafter before the payment required by the notice has been made be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares not actually paid before the forfeiture.
26. 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 canceled on such terms as the Directors think fit.
27. 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 all moneys which, at the date of 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.

28. 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 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. The Company may receive the consideration, if any, given for the share on any sale or disposition thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the share, and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.
29. The provisions of these regulations as to forfeiture shall apply in the case of nonpayment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether in account of the amount of the share, or by way of premium, as if the same had been payable by virtue of all calls duly made and notified.

#### CONVERSION OF SHARES INTO STOCK

30. The Company may by ordinary resolution convert any paid-up shares into stock, and reconvert any stock into paid-up shares of any denomination.
31. The holders of stock may transfer the same, or any part thereof, in the same manner, and subject to the same regulations, as, and, subject to which, the shares from which the stock arose might previous to conversion have been transferred, or as near thereto as circumstances admit but the directors may from time to time fix the minimum amount of stock transferable, and restrict or forbid the transfer of fractions of the minimum, but the minimum shall not exceed the nominal amount of the shares from which the stock arose.
32. The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company and other matters as if they held the shares from which the stock arose, but no privilege or advantage (except participation in the dividends and profits of the Company) shall be conferred by any such a

liquor part of the stock as would not if existing in shares, have conferred that privilege or advantage.

33. Such of the regulations of the Company as are applicable to paid-up shares shall apply to stock, and the words "share" and "shareholder" therein shall include "stock" and "stockholder".

#### ALTERATION OF CAPITAL

34. 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.
35. Subject to any direction to the contrary that may be given by the Company by special resolution in general meeting, all new shares shall, before issue be offered to such persons as at the date of the offer are entitled to receive notices 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 limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of that time, or on the receipt of an intimation from the person to whom the offer is made that he declines to have the shares offered, the Directors may dispose of those shares 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.
36. The new shares shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, and forfeiture and otherwise as the shares in the original share capital.
37. 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 a smaller amount than is fixed by the Memorandum of Association subject, nevertheless, to the relevant provisions of 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.

38. The Company may, by special resolution, reduce its share capital and any capital redemption reserve fund in any manner and with, and subject to, any incident authorized and consent required, by law.

#### GENERAL MEETINGS

39. The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meeting 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 and that of the next. Provided that so long as the company hold its first annual general meeting within eighteen months of its incorporation, it need not hold it in the year of incorporation or in the following year. The annual general meeting shall be held at such time and place, as the Directors shall appoint.
40. All general meetings other than annual general meetings shall be called extraordinary general meetings.
41. The Directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall be convened on such requisition, as provided for in the Act.
42. An annual general meeting and a meeting called for the passing of a special resolution shall be called by twenty-one days' notice in writing at the least, and a meeting or a meeting for the passing of an ordinary resolution shall be called by fourteen days' notice in writing at the least. The notice shall be exclusive of the day for which it is given, and shall be given, in a manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in a general meeting, to such other persons as are, under the regulations of the company, entitled to receive such notices from the company.

## PROCEEDINGS AT GENERAL MEETINGS

43. All business shall be deemed special that is transacted at an annual general meeting and also that is transacted at any general meeting, with the exception of declaring a dividend, the consideration of accounts, balance sheets and the reports of the Directors and auditors, the election of Directors in the place of those retiring and the appointment of, and fixing, the remuneration of the auditors.
44. Two members, either present in person or by proxy shall constitute a quorum.
45. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon requisition of members shall be dissolved, in any case it shall stand adjourned to the same day in the next week, at the same time and place or to such other day and ay such other time and place as the Directors may determine.
46. The Chairman, if any, of the board of Directors shall preside as chairman of every general meeting of the company, or if there is no such chairman or if he shall not be present within fifteen minutes after the time appointed for the holding of the general meeting or is unwilling to act the Directors present shall elect one of their members to be chairman of the meeting. **DIRECTORS**
47. Unless determined by the Company in general meeting the Directors shall not be less than two and not more than eight in number.
48. The following persons shall be first Directors to the Company: -
  1. NOLASCO ANTON MLWILO
  2. ALEX ALEX KOMBA
49. The shareholding qualifications for Directors may be fixed by the Company in general meeting and unless and until so fixed no qualification shall be required.
50. The quorum of Directors, for transacting business shall unless otherwise fixed, by Directors, be Eight.
51. A resolution in writing signed by all Directors then in Tanzania shall be valid and effectual as if it had been passed at a meeting of Directors duly called and constituted.
52. The Directors may from time to time borrow; raise moneys for the purpose of the Company which may exceed the issued share capital of the Company. **BORROWING POWERS**

53. The Directors may exercise all powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital or part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

#### POWERS AND DUTIES OF DIRECTORS

54. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers of the Company as are not by the Act, or by these regulations, required to be exercised by the Company in general meeting; subject nevertheless, to any of these regulations, to the provisions of the Act and to such regulations being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Company in general meeting, but no regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.
55. The Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purpose and with such powers, authorities and discretion (not exceeding, those vested in or exercisable by the Directors under these regulations) and for such period and subject to such conditions as they may think fit.

#### DISQUALIFICATION OF DIRECTORS

56. The office of director shall be vacated if the director:
- (a) resigns;
  - (b) becomes of unsound mind
  - (c) becomes prohibited from being a director by reason of any Court Order;
  - (d) dies;
  - (e) in case of a life director, ceases to be a member of the Company;
  - (f) is voted out of office by an ordinary resolution in General Meeting; (g) is prohibited from acting as a director by the provisions of the Act.
- MANAGING DIRECTOR

57. The Directors may from time to time appoint a Managing Director who may not necessarily be out of their body for such a period and on such terms as

they think fit, and subject to the terms of agreement entered into any such particular case, may revoke such an appointment.

58. A Managing Director shall receive such remuneration as the Directors may determine.

#### SECRETARY

59. The Directors shall appoint a Secretary of the Company on such terms, at such remuneration and upon such conditions, as they may think fit; and the Secretary appointed may be removed by them

#### THE SEAL

60. The Directors shall provide for the safe custody of the seal, which shall only be used by the authority of the Directors or of a committee of the Directors authorized by the Directors in that behalf, and every instrument shall be countersigned by the Secretary or by a second director or by some other person appointed by the Directors for the purpose. ACCOUNTS

61. The Directors shall cause true accounts to be kept:
- (a) of the assets and liabilities of the Company;
  - (b) of all sums of money received and expended by the Company and the manner in respect of which receipts and expenditures take place. The books of accounts shall be always open for the inspection of the Directors and shall be kept at a place decided by the Directors.

62. The Directors shall from time to time determine whether in any particular case or cases or generally and to what extent and at what time and place and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of the members and no member (not being a director) shall have any right of inspecting any book or documents of the Company except as conferred by statute or authorized by the Directors.

#### AUDIT

63. Once at least in every year the accounts of the Company shall be examined and the correctness of the balance sheet ascertained by an auditor.
64. The Directors shall appoint the first auditor who will hold office until the first annual general meeting.
65. The Directors may fill up any casual vacancy in the office of auditor.

66. The remuneration of the auditor shall be fixed by the Company in general meeting; except that the remuneration of any auditor appointed by the Directors may be fixed by the Directors.

#### CAPITALIZATION OF PROFITS

67. The Company in general meeting may upon the recommendation of the Directors resolve that it is desirable 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 accordingly that such sum be set free for distribution amongst the members who would have been entitled thereto, if distributed by way of dividend and in the same proportions on condition that the same shall not be paid in cash but be applied either in or toward paying up any amounts for the time being unpaid or any shares held by such members respectively. NOTICES
68. A notice may be given by the Company to any member either personally or by sending it by post to him at his registered address, and/or if he has no registered address, to his last known address, if any, supplied by him or her to the Company for the giving of notice to him. Where a notice is sent by post, service of the notice shall be deemed to have been effective if the notice was posted.
69. Notice of every general meeting shall be given in any manner herein before authorized to every member at his or her registered address or last known address.
70. Every person upon whom the ownership of a share devolves by reason of his being a legal personal representative of a trustee or a trustee in bankruptcy of a member where the member but for his death or bankruptcy would be entitled to receive notice of the meeting; and the auditor for the time being of the Company.

#### WINDING UP

71. If the Company shall be wound up the liquidator may, with the sanction of an extraordinary resolution of the Company and any other sanction required by the Act, divide amongst the members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may for such purposes set such value as he may determine how such division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest

the whole or any part of such assets in trustees upon such trusts for the benefits of the contributors as the liquidator, with the life sanction, shall think fit, but so that no member shall be compelled to accept any shares or other securities where there is any liability.

#### INDEMNITY



72. Every Director, Managing Director, Agent, Auditor, Secretary, and other officers for the time being 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 an application under the COMPANIES ACT in which relief is granted to him by the Court.

#### ALTERATIONS OR ADDITIONS

73. 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

74. If and whenever any dispute or difference shall arise between the Company and any of the members of 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 there 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 Act Cap 15 or any enactment replacing the Arbitration Act.

NAMES, POSTAL ADDRESSES AND OCCUPATIONS OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER	SIGNATURE OF SUBSCRIBERS
NOLASCO ANTON MLWILO  Tanzania, Dodoma, Dodoma CBD, Kisasa South, Plot no. 38, Block C	500	
ALEX ALEX KOMBA  Tanzania, Dar es Salaam, Kinondoni, Magomeni, Magomeni Usalama, Plot no. 1000-1005, Block W, House 3A10	50	

Dated at Dar es Salaam this 22<sup>nd</sup> day of January 2024.  
 WITNESS to the above Signatures: -

Name: Juma Nuru Rutabanzibwa  
 Signature:   
 Postal Address: Box 7830 Dar es Salaam  
 Qualification: Commissioner for Oaths

