

**THE COMPANIES ACT, 2002**

**(ACT NO. 12)**

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**COMPANY LIMITED BY SHARES**  
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**MEMORANDUM  
AND  
ARTICLES OF ASSOCIATION  
OF  
KILI MEDAIR AVIATION COMPANY LIMITED**

**Incorporated this ..... day of ..... 2020**

Drawn by:  
David Samwel Minja  
(Subscriber)  
P.o.Box 53  
Kilimanjaro

**THE COMPANIES ACT, 2002 (ACT NO.12)**

**COMPANY LIMITED BY SHARES**

**MEMORANDUM OF ASSOCIATION**

**OF**

**KILI MEDAIR AVIATION COMPANY LIMITED**

1. The name of the company is **KILI MEDAIR AVIATION COMPANY LIMITED**.
2. The registered office of the company will be situated in the United Republic of Tanzania.
3. The objects for which the company is established are:
  - (a) To carry on scenic flights
  - (b) To carry on activities on hazard or disaster rescue and search
  - (c) Managing all VIP transfers with our reliable networks
  - (d) Carrying on all hospital activities
  - (e) To manufacture, repair, maintain, buy, sell, take on lease, lease, charter, hire, let on hire and deal in aerial conveyances of all kinds and all component parts, fittings and accessories therefor.
  - (f) To acquire, provide, take on lease, let, maintain and use aerodromes, landing stations, hangars, garages, and all other buildings and accommodation suitable for or incidental to the aerial conveyance of passengers and goods and for or in relation to the business of aerial conveyance.
  - (g) To carry on all or any business of travel agents, transport, cartage and haulage contractors, garage proprietors, owners and chatters of road vehicles, aircraft and ships tugs, barges and boats of every description, lighter men and carriers of good passengers by road, rail water or air, carmine, cartage contractors and agent, forwarding, transport and commission agents, customs agents, stevedores, harbingers, cargo superintendents, packets, four travel expedition and safari operators, travel tickets and commission agents, haulers, ware housemen, storekeepers, engineers, electricians and job masters.
  - (h) To design, develop, maintain, repair, assemble, train, manufacture, supply, import, export, purchase and sale of ICT products and services, electronics, electric, and telecommunication equipments of domestic, office and industrial use, installation, designing, and consultancy services, assembly of ICT infrastructure, electronic, electric and telecommunication appliances, establish, run and manage the ICT industry as well as vocational training, and generally deal with all type of ICT, electric, electronic and telecommunication as well as mechanical in any manner as authorized by this memorandum or in any way connected to or incidental to the object of this company. To cooperate, collaborate, associate, ally, unite with any company, partnership, government departments, ministries, local authority, Non Governmental organization, private sector and institution, and any entity in furtherance of the objectives of the company.

- (i) To carry on business as developers, traders, merchants, manufactures, representatives, commission agents, importers, exporters, warehouse, shipping and forwarding agents, packers, carriers and freight contractors and to import, export, buy, sell barter, exchange, store, pack, ship transport and otherwise deal with electrical apparatus and equipment, machinery tools and materials, articles, merchandise, ICT commodities, industrial machinery and goods of every description.
- (j) To borrow or receive money on deposit either without security or secured by debentures, debenture stock (perpetual or terminable) mortgage or other security charged on the undertaking or on all or any of the assets of the company including uncalled capital and generally to act as bankers.
- (k) To lend money with or without security and to invest money of the company upon such terms of the company may approve and to guarantee the dividends, interests and capital of the shares, stock or securities of any company of or in which this company is a member or is otherwise interested, and generally as the directors think fit.
- (l) To enter into arrangement for joint working in business or amalgamate with or enter into any partnership or arrangement for sharing profits, union of interest, reciprocal concession or cooperation with any company, firm or person carrying on or proposing to carry on any business within the objects of this company or which is capable of being carried on so as directly or indirectly to benefit this company.
- (m) To acquire by subscription or otherwise and hold, sell, deal with or dispose of any shares, stock, debentures, debenture stocks, or other securities of any kind whatsoever, guaranteed by any company constituted or carrying on business in any part of the world and debentures, debenture stock and other securities of any kind guaranteed by any government or authority, municipal, of any kind guaranteed by any government or authority, municipal, local or otherwise whether at home or abroad, and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by the ownership thereof.
- (n) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition or taking over of all or any of the assets or liabilities of this company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or the interest of this company and to acquire, hold, dispose of shares, stocks or securities issued by or any other obligations of any such company.
- (o) To purchase or otherwise acquire, take over and undertake all or any part of the business, property, liabilities and transactions of any person, firm a company carrying on any business the carrying on of which is calculated to benefit this company or to advance its interests or possessed of property suitable for the purposes of the company.
- (p) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the company, either in cash, by installments or otherwise, or in fully or partly paid-up shares, or stock of the company or corporation, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgages or other securities of any company or corporation or partly in one mode and partly in another, and generally on such terms as the company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (q) To carry on all such other things as may appear to be incidental or conducive for attainment of the above objects or any of them save as is expressly provided, but so that the company shall have full powers to exercise all or any of the powers conferred by






any part of this clause in any part of the world, and in the event of any ambiguity this clause and every paragraph here of shall be construed in such a way as to widen and not restrict the powers of the company.

- (r) To purchase, take, hire and otherwise acquire any lands, building or property, real and personal, and any rights or privileges which may be used for the purposes of or capable of being conveniently used in connection with, any of the objectives of the company.
- (s) To invest and deal with the money of the company not immediately required in such manner as the board of directors thinks fit.
- (t) To open and operate banking accounts and other banking facilities.
- (u) To establish agencies in different parts of Tanzania, East Africa for the purpose of carrying on any or all of the business of the company and from time to time discontinue and regulate the same.
- (v) To transfer any of the company's property assets liabilities and engage to any of the charity institution campaigns or associations with which the company is authorized to join.
- (w) To enter in any arrangements with any government authorities or any person, company in association necessary to promote any of the company objectives.
- (x) To raise in borrow money to secure the payment of money and of any interest there in such a manner and on such terms as maybe deemed expedient, and in particular by the issue at purity a premium in discount of debenture stock either perpetual or terminable or by bonds, mortgages or any of the undertaking, property of right of the company both present and future including its uncalled capital, or without such security.
- (y) To carry on business of hotel, restaurant, swimming pools, auto-court, motel holiday camp, and apartment-house keepers. To fit up any furnish property for the purpose of letting the same to visitors or guests whether in single rooms, suites, chalets, cottages or otherwise. To buy, sell (both to persons residing on the company's premises and to non-residents), import, produce, manufacture or otherwise deal in food and food products, meat groceries, fruit, confectionery, wine spirit, beer and alcoholic beverages, tobacco, druggist supplies, beverages, linen, furniture and furnishings and other articles required in the said businesses. To appropriate any part of the property of the company for the purpose or/and to build or let shops, offices, and other places of business and to use or lease any part of the property of the company not required for the purposes aforesaid for any purpose for which it may be conveniently used or let.
- (z) To carry on in all their respective branches all or any of the business of builders, masonry and general construction contractors and haulers and among other things to construct repair, execute, carryout, equip, improve work and advertise, estates, roadways, train ways, ships, aircrafts, docks, harbors, hangers, wharves, canals, watercourses, reservoirs, embankments, irrigations, reclamation's, sewage, drainage and other sanitary works, water, gas, electric and other supply work houses, buildings and erections of every kind and to carry on any other business in connection with the above mentioned business that are customarily or usually carried on in connection therewith or naturally incidental thereto.

4. The liability of the Members is Limited.

5. The authorized Share capital of the Company is Fifty million shillings, Tshs. 50,000,000/= divided into thousands (1,000/=) shares of shillings 50,000 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.

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

Name, Address and Description of the subscribers	Number of shares taken by each subscriber	Signature of the subscriber
David Samwel Minja P.O.BOX 53 Kilimanjaro	200	
Hussein Abrachha Mziray P.O BOX 73 Dar-es-salaam	100	
Rachel John Maduhu P.O.BOX 78811 Kilimanjaro	100	
Alberf Ernest Gombanika P.O.BOX 18047 Dar es salaam.	100	
Albert Bernard Silanda P.O.BOX 18126 Dar es salaam.	100	

Dated at: D. SACRAM This: 14<sup>th</sup> day of: DECEMBER 2020

Witness: to the above signatures

Name: MWITA BENJAMIN BABERE

Signature: 

Postal Address: 62550 D SACRAM

Title (Qualifications): COMMISSIONER FOR OATHS



**THE COMPANIES ACT, 2002**

**COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**OF**

**KILI MEDAIR AVIATION COMPANY LIMITED**

**1. INTERPRETATION**

In the construction of these Articles the following words shall have the respective meanings hereby assigned to them, unless there be something in the context inconsistent therewith.

- (a) "Act" shall mean the Companies Act, (No. 12 of 2002).
- (b) "Articles" shall mean these Articles of Association as originally framed or as altered from time to time by Special Resolution
- (c) "Board" shall mean the Board of Directors of the Company or the Directors at which a quorum is present;
- (d) "A Shareholder" any holder from time to time of the Shares;
- (e) "The Company" shall mean **"KILI MEDAIR AVIATION COMPANY LIMITED."**
- (f) "Debenture" shall include debenture stock.
- (g) "Dividend" shall include bonus
- (h) "Member" shall mean a shareholder in the company
- (i) "Associate" shall mean a Company which is a subsidiary or holding Company of that Company, a subsidiary of a holding Company of that Company, or in relation to any person a Company where not less than 20% of its issued share Capital is owned by that person.
- (j) "Directors" shall mean the directors for the time being of the Company present at a duly convened meeting of the directors at which a quorum is present;
- (k) "The Office" shall mean the registered office for the time being of the Company;
- (l) "Secretary" shall mean any person appointed to perform the duties of the Secretary of the Company.
- (m) "Seal" shall mean the Common Seal of the Company.
- (n) Words denoting the singular number only shall include the plural number also, and vice versa,
- (o) Words importing persons or Companies only shall include Corporations.
- (p) "Special Resolution and "Extraordinary Resolution" have the meaning assigned thereto respectively by the Act.
- (q) "In writing" or "written" include printing, lithography, typewriting and all other modes of representing or reproducing words in a visible form.
- (r) "Office" shall mean the registered office of the Company.

- (s) "Month" shall mean a calendar month.
- (t) "Paid up" shall mean paid up or credited as paid up;
- (u) "Shillings" and "Shs." shall mean Tanzania Shilling;
- (v) "Tanzania" shall mean the mainland party of the United Republic of Tanzania;
- (w) "The expression" In writing or written shall include words written, printed, lithographed or represented or in any other mode in visible form;
- (x) "The Board" shall mean the Board of Directors of the Company.

## 2. PRIVATE COMPANY

The Company is a private company, and accordingly:

- (a) The right to transfer is restricted in the manner hereinafter provided.
- (b) The number of members of the Company (not including persons who are in the employment of the Company, and persons, who have been formerly in the employment of the Company while in that employment and have continued after the determination of that 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) 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. LIEN

- (a) 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 other person, for his or its debts, liabilities and engagements, whether solely or jointly with any other person, for his or its debts, liabilities and engagements, whether solely or jointly with any other person, to or with the Company, whether the period for the payment, fulfillment or discharge thereof shall have actually arrived or not, and such lien shall extend to all dividends from time to time declared in respect of such shares. But the Directors may at any time declare any share to be exempt, wholly or partially, from the provision of this Article.
- (b) The Directors may sell the share subject to any such lien at such time or times and in such time or times and in such manner as they think fit, but no sale shall be made until such time as the monies 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, and until a demand and notice in writing stating the amount due to specifying the liability or engagement and demanding payment or fulfillment 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, fulfillment or discharge shall have been made by him or them for fourteen days after such notice..
- (c) 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 the balance (if any) shall be paid to the member or the persons (if any) entitled by transmission to the shares so sold.
- (d) Upon any such sale as aforesaid, the Directors may authorize some persons to execute an instrument of transfer of the shares sold to the purchaser and may enter the purchaser's name in the register as holder of the shares, and the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

- (e) No member shall be entitled to receive any dividend or to exercise any privilege as a member until he shall have paid all calls for the time being due and payable on every share held by him, whether alone or jointly with any person, together with interest and expenses (if any).

#### 4. **CALL ON SHARES**

- (f) 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.
- (g) The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
- (h) 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.
- (i) 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.
- (j) 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.

#### 5. **TRANSFER OF SHARES**

- (a) The Directors may, in their absolute discretion, and without specifying any ground, refuse to register a transfer of any share to any person whom in its opinion is undesirable to the interests of the Company to admit to membership. No transfer shall be registered if by reason thereof the number of members would exceed the limit hereinbefore prescribed. Acceptance or refusal to register a transfer will be by simple majority of the Directors save for the veto powers hereby being conferred to any of the first directors of the Company. Provided that the power of veto cannot be exercised in the case of transmission of shares.
- (b) The Directors may refuse to register any transfer of a share where the company has a lien on the share.
- (c) If the Directors refuse to register a transfer 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. Where such refusal has been exercised, the shares will be valued by a competent auditor chosen by the Directors and the shares bought by the first directors 'pari passu'.

- (d) Subject to clause 2 and 3 hereof the right to members to transfer their shares shall be restricted as follows.
- (e) No share shall be transferred to a person who is not a member so long as any member or any person selected as the Director is one whom it is desirable in the interest of the Company to be admitted to membership.
- (f) Every shareholder or trustee in bankruptcy, or any person who may desire to sell or transfer any such shares and who may desire to sell or transfer any such shares and personal representation 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 of the Directors in the company as his agent for the sale of the said shares to any member of the company at the price to be agreed upon between the party giving such notice and the board, and in other case of different nature the price will be determined by prevailing coy laws
- (g) Upon price of such shares being agreed or determined as per clause (b) above, the board shall forthwith give notice to the shareholders and the shareholders desiring to sell or transfer the said shares, stating the number and price of such share by 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 of such shares to shareholders (if more than one) who shall have expressed there be only one such shareholder, that the whole of such share be sold to him, provided no shareholder shall be obliged to take more than the maximum number of such shares stated in his answer to the said notice upon such appointment 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 represent shareholders or to single shareholder who shall have agreed to purchase the same.
- (h) The Directors may allot and issue shares in the capital of the Company in payment or part payment for any property sold or transferred, goods or machinery supplied, or for service rendered to the Company in the conduct of its business as fully paid-up shares, and if so issued, shall be deemed to be fully paid up.
- (i) Every person whose name is registered as a member on 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 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.
- (j) Save as in otherwise herein provided no share shall be transferred to any person who is not a founder member of the company so long as any founder member of the company is willing to purchase the same at a fair value which shall be determined by the Auditors of the Company and when an occasion for such a transfer arises the determination of the Auditors shall be accepted by all parties as a fair value.

## 6. **TRANSMISSION OF SHARES**

- i. In case of the death of a member, the survivor or survivors where the deceased was a joint holder, and the personal representatives of the deceased where he was a sole holder or the only survivor of joint holders, shall be the only persons recognized by the Company as having any title to his interest in the shares, but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which had been jointly held by him.

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

## 7. FORFEITURE OF SHARES

- i. If a call remain unpaid after it has become due and payable, the directors may give to the person from whom it is due not less than fourteen clear days; notice requiring payment of the amount unpaid, together with any interests which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with, the shares in respect of which the call was made will be liable to be forfeited.
- ii. If the notice is not complies with, any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.
- iii. ~~Subject to the provision of this Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors determine either to the person who was before the forfeiture the holder or to any other person, and any time before a sale, re-allotment or other disposition the forfeiture may be cancelled on such terms as the Directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person, the Directors may authorize some person to execute an instrument of transfer of the share in question.~~
- iv. Any person of whose shares have been forfeited shall cease to be a member in respect of the forfeited shares and shall surrender to the Company for cancellation the certificate for the shares forfeited, but shall remain liable to the Company for all moneys which, at the date of forfeiture, were payable by him to the Company in respect of the shares, but his liability shall cease if and when the company shall have received payment without any allowance for the value of the shares at the time of forfeiture for any consideration received on their disposal.
- v. A statutory declaration by a Director or the secretary that a share has been forfeited on a date stated in the declaration shall be conclusive evidence of the facts stated therein as against all persons claiming to be entitled to the share, and the declaration shall (subject to ~~the execution of an instrument of transfer if necessary~~) constitute a good title to the share, and the person to whom the share is disposed of shall not be bound to see the application of the consideration, if any nor that his title to the share be affected by any irregularity or invalidity of the proceedings in reference to the forfeiture or disposal of the share.

## 8. ALTERATION OF CAPITAL

1. The company may by ordinary resolution:
  - a. Increase its share capital by new shares of such amount, as the resolution prescribes;
  - b. Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
  - c. Subject to the provisions of section 65(1)(d) of the Act, subdivide its existing shares, or any of them, into shares of smaller amount than is fixed by the memorandum of association.
  - d. Cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.
2. Subject to the provisions of the Act, the Company may by special resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any way.

## 9. DIVIDENDS AND RESERVES

- i. Subject to section 180 of the Act, the Company may by ordinary resolution declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the Directors.
- ii. Subject to the provisions of the Act, the Directors may from time to time pay to the members such interim dividends as appear to the Director to be justified by the profits of the company available for distribution.
- iii. The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the company or be invest in such investments (other than shares of the company) as the without placing the same to reserve carry forward and any profits which they may think prudent not to divide.
- iv. Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid on the shares in respect of which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid on the shares during any portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend according.
- v. Any general meeting declaring a dividend may, upon the recommendation of the Directors, direct payment of such dividend wholly or partly by the distribution of assets and, where any difficult arises in regard to the distribution, the Directors may settle the same, and in particular may issue fractional certificates and fix the value for distribution of any assets and may ~~determine that cash payments shall be made to any members upon the footing of the value~~ so fixed in order to adjust the rights of members, and may vest any assets in trustees.
- vi. Any dividend, interest or other moneys payable in respect of shares may be paid by cheque sent through the post to the registered address of the holder or, in the case of joint holders, to the registered address of one of the joint holders who is first named in the register of members or to such person and to such address as the holder or joint holders may in writing

direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent, and payment of the cheque shall be a good discharge to the company. Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable in respect of the shares held by them as joint holders.

- vii. No dividend or other moneys payable in respect of a share shall bear interest against the company unless otherwise provided by the rights attached to the share.
- viii. Any dividend which has remained unclaimed for twelve years from the date when it became due for payment shall, if the Directors so resolve, be forfeited and cease to remain owing by the Company.

## 10. SHARE WARRANTS

- i. The Company by ordinary resolution may, with respect to any fully paid up shares, issue under the Company's common seal a warrant stating that the bearer of the warrant is entitled to the shares therein specified.
- ii. The bearer of such warrant shall be entitled to future dividends on the shares included in the warrant.
- iii. A share warrant shall entitle the bearer thereof to the shares therein specified, and the shares may be transferred by delivery of the warrant.

## 11. CAPITALISATION OF PROFITS

The Directors may, with the authority of an ordinary resolution of the Company:-

- a. Resolve to capitalize any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and that such sum be capitalized to the members who would have been entitled to it were distributed by way of dividend and in the same proportions and apply such sum either unpaid on any shares held by such members respectively or in paying up in full in issued shares or debentures of the Company to be allotted and distributed.
- b. Make such provision regarding the issue of fractional certificates or by paying in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions, and authorize any person to enter on behalf of all the members entitled thereto them respectively, credited as fully paid up, of any shares or debentures to which they are entitled upon such capitalization, and any agreement made under such authority shall be effective and binding on all such members.

## 12. GENERAL MEETINGS: NOTICE OF GENERAL MEETING AND PROCEEDINGS OF THE GENERAL MEETINGS

The Companies Act 2002 shall apply with 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 thirds of shareholders present either personally or by proxy shall form a quorum.

- (c) Any ordinary resolution of the company determined without any general meeting and evidenced by writing under the hands of shareholders of the 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.

### **13. DIRECTORS**

- (a) Until otherwise determined by the company in General Meeting the Directors shall not be less than two and not more than seven in number.
- (b) The following persons shall be the first Directors of the company.

- 1. DAVID SAMWEL MINJA**
- 2. HUSSEIN ABRADHA MZIRAY**
- 3. RACHEL JOHN MADUHU**
- 4. ALBERT ERNEST GOMBANILA**
- 5. ALBERT BERNARD SILANDA**

- (c) The shareholding qualification for directors may be fixed by the company in General meeting, and unless and until so fixed no qualification shall be required.
- (d) The quorum of Directors for transacting business shall, unless otherwise fixed by the Directors, be two.
- (e) A resolution in writing signed by all the Directors then in Tanzania shall be as valid and effectual as if it had been passed at a meeting of Directors duly called and constituted.
- (f) The Directors may from time to time borrow or raise any money for the purpose of the company which may exceed the issued share capital of the company.
- (g) If and whenever any dispute or difference shall arise between the company and any of the members or their respective representatives touching upon the construction or meaning of any of the Copy 2002 Act herein contained or any matter or thing made or done or omitted to be done or with regard to the rights or liabilities arising here under or arising out of the relation existing between the parties by reasons of Copy 2002 Act such differences shall (unless a sole arbitrator be agreed upon forthwith) be referred to the arbitration of three 3 arbitrators, or in the event of failure to agree then existing statutory modifications or re-enactment thereof shall apply.

### **14. POWERS AND DUTIES OF DIRECTORS**

- (a) The business of the Company shall be managed by the Directors, who may pay all such expenses of and preliminary and incidental to the promotion, formation, establishment and registration of the Company as they think fit, and may exercise all such powers of the Company, and do on behalf of the Company all such acts as may be exercised and done by the Company, and as are not by the Act or these Articles required to be exercised or done by the Company in General Meeting subject nevertheless to any regulations of this Articles, to the provisions of the Act to any directors given by special resolution but no alteration of the Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if such alteration had not been made or that direction had not been give.

- (b) The Directors may borrow or raise from time to time for the purpose of the Company or secure the payment of such sums as they think fit, and may secure the repayment or payment of any such sums by mortgage or charge upon all or any of the property or assets of the Company or subject (in the case of any security convertible into shares) to the provisions of Article 8, by the issue of debentures, debenture stock and other securities as they may think fit. (Provided that ~~the amount for the time being remaining un~~ discharged of monies borrowed, raised or secured by the Directors shall not at any time exceed (twice the nominal amount of the issued share Capital for the time being of the Company) without the sanction of the Company in General Meeting; but no lender shall be bound to see that this limit is observed.
- (c) The Directors may secure the repayment or raise any such sum or sums as aforesaid by ~~mortgage or charge upon the whole or any part of the property and assets of the company~~ present or include its uncalled capital for the time being, or by issue at such price as they may think fit, of bonds or debentures either charged upon the whole or any part of the property and assets of the company or not so charged or in such other way as the Directors may think expedient.
- (d) Subject to the provisions of the Act, the Directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any Director or former Director who has held any executive office or employment with the Company or to his widow or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.
- (e) The continuing Directors may act at any time notwithstanding any vacancy in their body; provided always that in case the Directors shall at any time be reduced in number to less than the minimum number prescribed by or in accordance with these Articles, it shall be lawful for them to act as Directors for the purpose of filling up vacancies in their body, or of summoning a General Meeting of the Company, but not for any other purpose.
- (f) A Director may vote at a meeting of the Directors or of a committee of Directors upon any resolution concerning a contract, proposed contract, transaction or arrangement in which he has, whether directly or indirectly, an interest or upon any matter arising there from, and if he shall so vote his vote shall be counted and he shall be taken into account in determining whether a quorum is present at such meeting.
- (g) A Director (other than an alternate Director) may from time to time by notice in writing to the Company appoint any Director or any person approved by his co-Directors to act as an alternate Director at any meeting of the Board from which he is himself absent, and may in like manner remove any person so appointed from office.
- (h) An alternate Director appointed under this Article shall not be entitled to any remuneration from the Company, but he shall be entitled, while holding office as such, to receive notice of ~~all meetings of Directors and of all meetings of committees of Directors~~ of which his appointer is a member and to attend and vote thereat in place of and in the absence of the Director appointing him.
- (i) Such alternate Director shall cease to be an alternate Director if his appointer ceases to be a Director; but if a Director retires by rotation or otherwise but is re-appointed or deemed to have ~~been re-appointed at the meeting at which he retires, an appointment of an alternate~~ Director may by him which was in force immediately prior to his retirement shall continue after his re-appointment.

## 15. PROCEEDINGS OF DIRECTORS

- (a) The Directors may meet together for the dispatch of business, adjourn and regulate their meetings in accordance with these Articles and otherwise as they think fit.

- (b) The Directors may, and on the request of a Director the Secretary shall, at anytime summon a meeting of the Directors, Notice of a meeting of Directors shall be given to all Directors.
- (c) The Board shall act by majority vote only.
- (d) The Chairman shall be one and shall not have a casting vote.
- (e) At any Board Meeting the Directors present shall each be entitled to cast one vote each.

**16. VOTES OF MEMBERS**

- (a) Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every member present in person shall have no vote. On a poll every member shall have one vote for each share of which he is the holder.
- (b) In 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 the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the register of members.
- (c) 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 other legal guardian appointed by the court, and any such committee or other legal guardian may, on a poll, vote by proxy.
- (d) On a poll votes may be given either personally or by proxy, provided that no company shall vote by proxy unless a resolution of its Directors in accordance with the provisions of section 141 of the Act is in force.
- (e) The instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney duly authorized in writing, or, if the appointer is a corporation, either under seal, or under the hands of an officer or attorney duly authorized. A proxy need not be a member of the Company.
- (f) The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notary certified copy of that power or authority shall be deposited at the registered office of the Company not less than twenty-four 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.
- (g) Any instrument appointing a proxy may be in the following form, or any other form which the Directors shall approve:

**KILI MEDAIR AVIATION COMPANY LIMITED**

"I/We .....of ..... being a member/members of  
the above named company, hereby  
appoint..... of..... As my/our proxy, to vote for me and  
on my behalf at the [Annual, Extraordinary or Adjourned, as the case may be] general meeting of  
the company to be held on the ..... day of..... 20....., and at any  
adjournment thereof.

**As witness**

Signed this ..... day of..... 20.....

This form is to be used \* in favour of/against the resolution. Unless otherwise instructed, the proxy will vote as he thinks fit.

\* Strike out whichever is not desired

- (h) The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- (i) No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive.
- (j) A vote given or poll demanded by proxy or by the duly authorized representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the Registered Office before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.
- (k) Subject to the provisions of the Act, a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations by their duly authorized representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.

## **17. THE COMMON SEAL**

The Company's common seal 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 one Director and of the Secretary, and such Director and the Secretary shall sign every instrument to which the common seal shall be affixed in their presence, and in favor of any purchaser or person bona fide dealing with the Company such signatures shall be conclusive evidence of the fact that the common seal has been properly affixed.

## **18. AUDIT**

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

## **19. NOTICE**

Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of Directors need not be in writing. The Company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address, or by leaving it at that address. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected at the expiration of seventy-two hours after the letter containing the same was posted. A member whose registered address is not within Tanzania and who gives the Company an address within Tanzania at which notices may be given him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Company.

## **20. SECRETARY**

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

## 21. REDEMPTIONS

- (a) The Company may, at any time, give to each member not less than two weeks' notice of its intention to redeem any part (but not all) of the redeemable preference shares then in issue (a "Redemption Notice").
- (b) Any Redemption Notice shall be in writing and shall specify the date fixed for redemption ("the Redemption Date"), the number of redeemable preference shares of each holder to be redeemed on the Redemption Date and the amount payable on redemption of each redeemable preference share to be redeemed.
- (c) The amount payable on redemption in respect of each redeemable preference share to be redeemed shall be such amount as shall be determined by the Directors.
- (d) If any share certificates have been issued in respect of redeemable preference shares to be redeemed then, on each Redemption Date the holders of the redeemable preference shares to be redeemed who have share certificates in respect of such redeemable preference shares shall be bound to deliver to the Company the certificate of such redeemable preference shares for cancellation, and thereupon the Company shall pay to (or to the order of) such holders the amounts payable in respect thereof and such payment shall be made through a bank if the Company shall think fit. If any certificate delivered to the Company shall include redeemable preference shares not redeemed on the occasion for which it is so delivered, the Company shall forthwith issue without charge a fresh certificate for such redeemable preference shares.
- (e) Redemption of redeemable preference shares shall be made pro-rata to the holdings of the holders of redeemable preference shares and the amounts payable on redemption shall be provided out of the share premium account of the Company and/or the profits and reserves of the Company which may lawfully be utilized to redeem the redeemable preference shares or the proceeds of a fresh issue of shares. Such profits shall not include unrealized Capital profits.
- (f) Redeemable preference shares shall not be redeemable at the option of the holders of such redeemable preference shares.

## 22. WINDING UP

With the sanction of a special resolution of the shareholders any part of the assets of the company including any shares in other companies may be vested in Trustees for the benefit of such members and the liquidation of the company may be closed and the company dissolved but so that no member shall be compelled to accept any shares whereupon there is any liability.

## 23. ALTERNATION OR ADDITION

Subject to the provisions of the Company Act 2002 and to those clauses contained in the Memorandum of Association, the Company may by special Resolution make alternation or addition and shall be valid and effective as if originally contained in those articles and be subject in like manner to alternation by Special Resolution.

## 24. INDEMNITY

Every Director, Managing Director, Agent, Auditor, Secretary and other Officer 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 favor or in which he is acquitted or is in connection with any application (under section 481 of the Act) in which relief is granted to him by the court.

**25. ARBITRATION**

If and whenever any dispute or difference shall arise between the company and any of the members or their respective representatives touching upon the construction or meaning of any clause of the Act, herein contained or any matter or thing made or done or omitted to be done or with regard to the rights or liabilities arising here under or arising out of the relation existing between the parties by reasons of these said clauses 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 (cap. 15) or any than existing statutory modifications or re-enactment thereof shall apply.

Name, Address and Description of the subscribers	Number of shares taken by each subscriber	Signature of the subscriber
David Samwel Minja P.O.BOX 53 Kilimanjaro	200	<i>[Signature]</i>
Hussein Abrachha Mziray P.O BOX 73 Dar-es-salaam	100	<i>[Signature]</i>
Rachel John Maduhu P.O.BOX 78811 Kilimanjaro	100	<i>[Signature]</i>
Albert Ernest Gombanika P.O.BOX 18047 Dar es salaam.	100	<i>[Signature]</i>
Albert Bernard Silanda P.O.BOX 18126 Dar es salaam.	100	<i>[Signature]</i>

Dated at: D'SALAM This: 14<sup>th</sup> day of: DECEMBER 2020

Witness: to the above signatures

Name: MWITA BENJAMIN BABERE

Signature: *[Signature]*

Postal Address: 62550 D SALAM

Title (Qualifications): COMMISSIONER FOR OATHS

