

THE COMPANIES ACT 212

COMPANY LIMITED BY SHARES

Amended Memorandum

And

Articles of Association

Of

MOROGORO SUGAR INDUSTRIES LIMITED

By

Special Resolution Passed by the Members

on 23rd August 2024

Incorporated this ----- day of ----- 2011

Drawn by
Mr. Kamallesh Mahadevbhai Maheshwari
(Subscriber)
P.O Box 1283
Mwanza
Tanzania

PRIVATE COMPANY LIMITED BY SHARES
AMENDED MEMORANDUM OF ASSOCIATION
OF
MOROGORO SUGAR INDUSTRIES LIMITED

1. The name of the Company is MOROGORO SUGAR INDUSTRIES LIMITED.
2. The registered office of the Company will be situated in United Republic of Tanzania.
3. The objects for which the company is formed are:
 - a) To acquire land by purchase, lease or otherwise for agricultural and livestock use and other investments purposes, and develop the land into sugar cane plantations, paddy rice farms, oil palm plantations, cocoa plantations, coconut plantations, cashew nut plantations, cotton farms, sesame seed farms, aloe vera plantations, wheat farms, and into any other crop farms and plantations; and further engage in livestock farming or animal fattening farms and in livestock processing to produce export quality meat and other various livestock products;
 - b) To carry on business as producers, processors, importers, exporters, distributors or otherwise dealers of sugar and set up facilities for sugar cane transportation, crushing, sugar processing and packaging plants to produce, pack and distribute sugar; and engage in the utilization of the sugar processing wastes to produce environmentally-friendly renewable bio-energy from the sugar cane residual biomass [molasses], alcohol/ethanol, paper and allied products;
 - c) To enhance broadening of ownership of sugar industry by encouraging and supporting small holders and out growers to acquire land and grow sugarcane as well as food crops and accelerate and support production and market research programmes, support improved agricultural practices and logistics management and development and maintenance of infrastructure and social services to facilitate development of new farming and sugar production technology for creation of a vibrant sugar industry and production of high value sugar products and-reliable markets, and facilitate the strengthening of human skills and information and communication technology in the industry;
 - d) To engage in agro-processing to produce export quality sugar, rice, cotton lint, edible oils, all kinds of flours, cashew nuts, and any other product from the farms, the plantations and from any other crop; and deal in irrigation by using water pumps and use of all machineries, tools and equipment, agricultural implements, accessories and devices of all descriptions; and carry on business as importers and exporters of every kind of agricultural products and other produce of the soil, and to prepare, preserve, process, cure, blend, refine, treat and render marketable any

such produce either in its prepared, manufactured, raw or other state to enhance the objects of the company.

- e) To distribute, buy, sell, import, produce, process, manufacture, pack or otherwise deal in food and food products, meat, grosses, fruits, spices, herbs, poultry, fish, snacks, confectioneries, powders; and to carry on the business of distributors, dealers, and producers of the entire range of agricultural and industrial, dairy farm and horticultural produce as well as to manufacture, process, refine, blend, pack, export, import and deal in any and all kinds of food crops.
- f) To carry on the business in Tanzania and elsewhere as distributors, wholesalers, retailers, stockiest, importers, exporters, agents and transporters of the entire range of agricultural inputs and related activities.
- g) To carry on the business of manufacturers, principals or manufacturers' representatives, importers, exporters, buyers and sellers of agricultural and industrial machineries and spares, automobile spares, engines, iron bars, steel ware, hardboards, road construction materials and other related products and building materials; and engage in the manufacturing, assembling, repairing and distribution of electrical appliances of all kinds and descriptions.
- h) To carry on the business in Tanzania and elsewhere as distributors, wholesalers, retailers, stockiest, importers, exporters, agents and transporters, of pharmaceutical and medical formulations, medicines, injectable and drugs, surgical products and raw materials and goods of all kinds, description and uses for veterinary health care.
- i) To carry general chemist business in preparation, manufacturing, importation, repacking and sale of pharmaceuticals of all kinds, insecticides and disinfectants, patent medicine, cosmetics, perfumery and toilet preparations, veterinary products and other similar items.
- j) To buy, distribute, sell, manufacture and deal in industrial products, refreshments, packaging materials and consumable stores of all kinds and to carry on business as manufacturing chemists and ice merchants and importers of all kinds of chemicals, syrups bottles and machineries, refrigerators, cold storage plants, bottle coolers required in the carrying out of the business aforesaid.
- k) To engage in and otherwise carry on the business of edible oil milling

cotton ginning, rice milling and generally engage in the primary and secondary processing of all kinds of agricultural crops, accelerate and support production and market research programmes to facilitate development of new farming and processing technology for creation of a vibrant agricultural industry and production of high value agricultural products and reliable

markets; and facilitate the strengthening of human skills and information and communication technology in the industry.

- l) To set up modern facilities for and engage in the distribution, importation, exportation and production of processed foods, snacks, confectioneries, cakes, buns, table delicacies and any other provisions, goods and all kinds of drinks and foodstuffs preparations and processing and to carry on business as bakers, ice merchants, restaurants owners and operators; and to process edible oil, flour, beverages and domestic consumables of all sorts and description.
- m) To carry on, the business of recycling of used plastics of all kinds and descriptions for export as well as domestic use, manufacturers, dealers, sellers, buyers, and/or importers and exporters of all kinds of inputs required in the manufacturing of plastic products and deal in all aspects of import and export of polypropylene bags and all types of plastic products .
- n) To carry on business as manufacturers, importers, wholesale and retail dealers of all types of plastic pipes and fittings, plastic products of all kinds and descriptions, electrical products and electrical accessories used in electrical installations including but not limited to cables, switches, lights, pvc boxes, covers and conduit pipes of all types and descriptions
- o) To carry on business as real estate developers and managers, civil engineering contractors, building agency, mining support services, as well as to build and own commercial centres, apartments, hotels, lodgings, leisure and entertainment centres, showrooms, warehousing facilities, and to develop and manage buildings and civil works structures of all kinds and descriptions as a company and or enter into joint venture partnership or any arrangement for sharing profits in carrying on such business.
- p) To set up cotton wool manufacturing factories and carry on all of the businesses of knitters, weavers; spinners and manufacturers of and dealers in yarns fabrics make ups or other types of textile products made from cotton, wool, silk rayon, substances, bleachers dyers, printers and finishers of textile products and substances, and makers of vitriol, bleaching and dyeing materials; and engage in the production of cotton fibre based bandage, sanitary cotton wool and all kinds of cotton wool and textile products for domestic and export markets. To establish and acquire, own and operate training centres and facilities for conducting textile technology and related training activities.
- q) To carry on business as manufacturers, importers, dealers, sellers, distributors and suppliers of ordinary lady's and man's shoes, sports shoes, slippers, wallets, handbags, waist belts and other similar products; and to acquire, establish, install and operate machinery and equipment for manufacture of garments including but not limited to bed sheets, bed covers, pillow cases, children's, ladies and men's clothes of all kinds and

descriptions and such similar textile products, and establish tanneries for leather processing and production of all kinds of leather products.

- r) To carry on the business of commercial banking, micro financing, bureau de change operations, and deal in travellers cheques, credit card, smart cards, bank drafts and all commercial instruments of payments, and to make use of venture capital investment strategies for rural investment drives where capital and management skills will be invested in order to obtain returns prior to selling the business to the rural entrepreneurs.
- s) To carry on the business of tour operators, tourist agents, car hire, reservationists, photographic safaris, camping, hunting safaris, travel agents, flight charter contractors, road and marine transporters, self and chauffeur-driven cabs
- t) To carry on business as transporters, road haulage specialists, container operators, freight chatters and general cargo dealers as well as conducting the business of clearing and forwarding agents, distributors, sales agents and dealers in heavy trucks, buses, lorries, tractors, caterpillars, cranes and all sorts of transportation equipment and appliances.
- u) To carry on the business of electricity generation and production of electric power by solar energy and other energy sources to facilitate Information communication technology (ICT) in rural centres and enhance the use of ICT by rural communities.
- v) To carry on business of electronic engineering, communication engineering, communication equipment including satellite communication, wireless loop, internet services and any other form of communication, navigation equipment engineering and data processing engineering and to offer to any person, firm or entity for consulting services relating to these business for fee.
- w) To carry on the business of production and distribution of audio visual materials, television and radio programmes; fiction, documentary and information films, videos and cinemas and engage in training, support and consultancy services to the film and television industry as a whole; and to manage and promote the business of media including but not limited to radio and television broadcasting, professional advertisement and act as advertisement and publicity agents of all kinds and descriptions.
- x) To carry on business of music recording, audio plays, recording of live events, and audio engineering facilities
- y) To carry on business as owner and manager of radio stations and television networks and programmes thereto related in the United Republic of Tanzania and elsewhere.

- z) To carry on the business of computer networks, sales of computers, consultancy, computer training, graphic, design, internet cafe, computer programming, photocopying (sales and repairs, fake note counting machines, stationeries, websites, telecommunication equipment, telephones, cellular phones, TV transmission equipment, and all types of computer networks and related activities
- aa) To carry on the business of manufacturers, designers, repairers, importers and exporters, buyers, sellers, hirers, renters, agents and representatives for manufacturers of computer hardware and software units and systems of all types and descriptions
- bb) To establish, acquire, own and operate training centres and facilities for conducting computer and related training activities for remuneration, such activities including but not limited to the designing and conductin of general and customer-tailored courses in computer systems installations, computer software operations, operations, installations and operation of network systems of all types and descriptions
- cc) To purchase or otherwise acquire, explore, develop and work claims or mines, drill and sink shafts or wells and raise, pump, dig and quarry for gold, silver, mineral ores, diamonds, gemstones and precious stones, oil, petroleum, natural gas, coal, earth and other substances and generally to carry on business of mining and dealers in minerals of whatever description.
- dd) To carry out on business as gemstones and precious stones cutters, sorters, polishers, sellers and exporters of minerals and all types of mineral products as well as gold, diamond, tanzanite and all other minerals and gemstones
- ee) To carry on the business of fishing and marketing of all sea and lake products in international and local markets, fish merchants, fishing operations in the sea and fresh water and to process, buy and export all types of fish, shrimps, lobster, processed, dried, smoked and salted fish, canned fish, fresh fish, sea shells and sea products and generally all types of marine products.
- ff) To carry on business as manufacturers, importers, exporters, wholesale and retail dealers of all types of building materials, galvanizing of all types of steel and iron, locks and keys, furniture makers, industrial and agricultural tools and equipment makers, electrical repairers, agents, dealers, retailers and wholesalers of textile and hardware merchants, all types of electrical and electronic equipment, machineries, all types of petroleum products, rubber products, farming and agricultural products.
- gg) To carry on business as manufacturers, importers, exporters, wholesale and retail dealers of all types of steel, iron, aluminium, copper, including all types of household utensils and general containers, !ton bars, screws, guttering, wire nails, expanded metals, wire drawing, barbed wire, weld mesh, pipes

and fittings, tubular pipes, welding rods, and all kinds of metallurgical products.

- hh) To carry on the business of processing and bottling of pure drinking water; manufacturing aerated and mineral waters, cordials, syrups, beverages, tea and ice creams, juices and to establish in Tanzania and in any part of East Africa shops, refreshment rooms, depots and distribution network for the sale of the said products either in wholesale or retail.
- ii) To establish and carry on the business of motor vehicle and motor cycles assembling and reconditioning workshop and for that purpose import motor vehicles and motor cycles in completely knocked down form (CKD), fabrication of motor vehicle parts, manufacture of spare parts, industrial machinery spares, heavy duty equipment, reclaiming and reconditioning of any type of spare part .
- jj) To carry on business as importers and exporters as sales agents and dealers in all kinds, makes and descriptions of motor vehicles including but not limited to saloon cars, four wheel drive vehicles, pickups, heavy duty trucks, buses, lorries, tractors, caterpillars, cranes and all sorts of transportation equipment, transporters, road haulage specialists, container operators, freight chattering and general cargo dealers as well as conducting the business of clearing and forwarding agents, and for that purpose acquire or lease bonded warehouses.
- kk) To carry on all or any the business of general engineering, contractors, civil engineers, site formation, plant layout advisers, contractors and consultants, either electrical, civil, mechanical, metallurgical, structural chemical, aeronautical, marine, or otherwise.
- ll) To develop, acquire, operate, lease, quarries, mines, mining rights, and mineral lands, timber, forestry estates and plantations, property and land of every description developed or intended to be developed for the production of raw materials, crops, animal products, or agricultural products anywhere throughout the whole world and any interest or concession therein and to explore, work, exercise develop and turn the same to account to build, sell, establish, maintain, operate, let, or own agricultural equipment, machinery, facilities, accessories, workshops and tools of all kinds.
- mm) To carry on the business of electro-platters, gold and silver plates, cutlery, bronzes, articles of virtue, objects of art and such other articles and goods as the company may consider capable of being conveniently dealt with in relation to its business and to manufacture and to establish factories for manufacturing goods for the above.

- nn) To carry on the business of excavation, trackers, exhumers and finders of all types of antiques and antiquities and to process, buy, and sell, export and import, any type of antiques, antiquities, processed or unprocessed.
- oo) To carry on the business of importation, assembling, installation, marketing, training, repairing, supervising and managing payphones of all kinds and descriptions and establish support centres in particular.
- pp) To carry on the business of importation, assembling, installations, repairing, distribute and supply equipment for routing of telephone calls to the cheapest network, otherwise known as Least Cost Routing, and supervise, manage and market the least coast telephone routing business as well as providing on the job training and establishing training centres for the same.
- qq) To carry on business as importers, dealers, sellers, distributors and suppliers of telephones, cellular phones office equipment and similar electronic products; and parts for telephone, cellular phone, office equipment and similar electronic products, and to carry out repairs and services for such products.
- rr) To carry on the business of or art printers, colour printers, copper plate printers, lithographic printers, offset printers, photographers, artists, designers, and draughtsman and as roll-form and automatic printers, cheque printers, trade printers and of printers generally and graphics and silk screen of all types of newspaper, magazine, periodical and journal proprietors, press agents, news agents, journalists, literacy, dramatic and music critics.
- ss) To carry on the business of bulk petroleum products stores, suppliers of petroleum and oil products; to build, own and operate petrol stations, motor vehicles service stations and garages as well as to own land, oil wells, refineries, mines, mining and drilling rights and concessions, minerals, ores and attendant rights.
- tt) To manufacture, build, buy, sell and deal in goods, wares, tools and merchandise of every nature, kind and description whatsoever.
- uu) To develop the resources and turn to account the lands, buildings and rights for the time being of the company in such manner as the company may think fit and may divide the land of the company into smallholdings.
- vv) To carry on any other business (whether manufacturing or otherwise) which may seem to the company capable of being conveniently carried on in connection with the above, or calculated directly or indirectly to enhance the value of or render profitable any of the company's property or rights.
- ww) To acquire and undertake the whole, or any part of the business property and liabilities of any person or company carrying on any business which the company is authorised to carry on, or possessed of property suitable for the purposes of the company.

- xx) To apply for, purchase or otherwise acquire, any patents brevets d'invention, licences, concessions and the like, conferring any exclusive or non-exclusive or limited right to use, or any secret or other information as to an invention which may seem capable of being used for any of the purposes of the company or the acquisition of which may seem calculated directly or indirectly to benefit the company, and to use, exercise, develop, grant licenses in respect of, or otherwise turn to account, the property, rights or information so acquired.
- yy) To enter into partnership or into any arrangement for sharing profits, union or interests, co-operation, joint venture, reciprocal concession or otherwise, with any person or company carrying on or engage in any business or transaction which this company is authorised to carry on or engaged in, or any business or transaction capable of being conducted so as directly or indirectly to benefit this company.
- zz) To guarantee the repayment of money by and the contracts of, or otherwise assist, any person, firm or company, and to take or otherwise acquire shares and securities of any such company and to sell, hold, reissue, with or without guarantee, or otherwise deal with the same.
- aaa) To take, or otherwise acquire and hold shares in any other company having objects altogether or in part similar to those of this company, or any business capable of being conducted so as directly or indirectly to benefit this company.
- bbb) To enter into any arrangements with any Governments or authorities, supreme, municipal, local or otherwise, that may seem conducive to the company's objects or any of them, and to obtain from any such Government or authority, any rights, privileges and concessions which the company may think it is desirable to obtain and to carry out, exercise and comply with any such arrangement, rights, privileges and concessions.
- ccc) To promote any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of the company, or for any other purpose, which may seem directly or indirectly calculated to benefit this company.
- ddd) To invest the money of the company not immediately required in such manner as may from time to time be determined.
- eee) To lend money to such persons or companies and on such terms as may seem expedient, and in particular to customers and others having dealing with the company, or contracts by any persons, firms or companies.
- fff) To borrow or raise or secure the payment of money in such manner as the company shall think fit, and in particular by the by mortgaging Company property or' issue of debentures or debenture stock, perpetual or otherwise, charged upon all or any of the company's property (both

present and future) including its uncalled capital, and to purchase, redeem or pay off any such securities.

- ggg) To amalgamate with any other company having objects altogether or in part similar to those of the company.
- hhh) To remunerate any person or company for services rendered or to be rendered, in placing or assisting to place or guaranteeing and placing of any of the shares in the company's capital or any debenture stock or other securities of the company, or in or about the formation or promotion of the company or the conduct of its business.
- iii) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- jjj) To sell or dispose of the undertaking of the company or any part thereof for such consideration as the company may think fit, and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of this company
- kkk) To obtain any provisions order, Ordinance or Act of Parliament for enabling the company to carry on any of its objects into effect or for effecting any modification of the company's constitution, or for any proceedings or applications which may seem expedient, and to oppose any proceedings or applications which may seem calculated, directly or indirectly, to prejudice the company's interest/
- lll) To distribute any of the property of the company among the members in specie.
- mmm) Pursue as a matter of priority investments that are geared to exporting or the generation of foreign currency along with investments that have activities within Tanzania, and pursue establishing an investment presence in East African Countries and other African countries as a basis for global growth with Tanzania being the home base of the company.
- nnn) To do all or any of the above things in any part of the world and as principals, managing agents, agents, contractors, trustees, or otherwise, and by or through trustees, managing agents, or otherwise, and either alone or in conjunction with others.
- ooo) to do all such other things as are incidental or conducive to the attainment of the above objects.

And it is hereby declared that "company" in this clause, except where used in reference to this Company, shall include any partnership or other body of persons, whether incorporated or not incorporated, and wherever formed, incorporated, domiciled or resident.

"Person" shall include any company as well as any other legal or natural person,

"Securities" shall include any fully, partly or nil paid or no par value share, stock, unit, debenture, debenture or loan stock, deposit receipt, bill, note, warrant, coupon, right to subscribe or convert, or similar right or obligation, "And" and "or" shall mean "and/or" where the context so permits, "Other" and "otherwise" shall not be construed ejusdem generis where a wider construction is possible.

The objects specified in the different paragraphs of this clause shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company or the nature of any business carried on by the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraph defined the objects of a separate, distinct and independent company.

4. The liability of the members is limited.
5. The share capital of the company is Tshs 100,000,000/= (Shillings One Hundred Million) divided into 10,000 (Ten Thousand) shares of Tshs 10,000/= (Shillings Ten Thousand) 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 the Memorandum of Association, and we respectively agree to take the number of shares in the capital of the company set opposite our respective names:

No	Name, Postal Address and Occupation of Subscribers	Number of Shares Taken by Each Subscriber	Signature of Subscribers
1.	Kamalesh Mahadevbhai Maheshwari No: 7 Aga Khan Flats, Makoroboi Street, Nyerere Road P.O Box 1283 Mwanza	6500	SIGNED
2.	Parul Kamalesh Maheshwari No: 7 Aga Khan Flats, Makoroboi Street, Nyerere Road P.O Box 1283 Mwanza	3500	SIGNED

Dated this 12th Day of December 2011.

WITNESS to the above Signatures:-

Name SETH MKEMA

Signature: Signed

Postal Address P.O Box 83 Mwanza.

Qualification State Attorney.

THE COMPANIES ACT
(ACT NO: 12 OF 2002)
PRIVATE COMPANY LIMITED BY SHARES
AMENDED ARTICLES OF ASSOCIATION TO A COMPANY PRECEDING
AMENDED MEMORANDUM OF ASSOCIATION
OF
MOROGORO SUGAR INDUSTRIES LIMITED

1. INTERPRETATION

In these Articles, unless the subject or context otherwise requires, the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof:

WORDS AND MEANINGS

- i. **“Act”**: the Companies Act, 2002 and every statutory modification and re-enactment thereof for the time being in force;
- ii. **“Articles”**: these Articles of Association as originally framed or as altered from time to time by Special Resolution;
- iii. **“Directors”**: the directors for the time being of the Company present at a duly convened meeting of the directors at which a quorum is present;
- iv. **“Founding Members”** Means Kamallesh Mahadevbhai Maheshwari or the Administrators/Administratrix of real estate in event of his demise
- v. **“Office”**: the registered office for the time being of the Company;
- vi. **“ Shareholder”**: any holder from time to time of the Shares;

Writing shall include printing, lithography, photograph and any other mode or modes of representing or reproducing words in a visible form.

Words or expressions importing the singular number only shall include the plural number, and vice versa.

Words or expressions importing the masculine gender only shall include the feminine gender and;

Subject as aforesaid and unless the context otherwise requires, words or expressions contained in these articles shall bear the same meaning as in the Act or any statutory

modification thereof in force at the date at which these articles become binding on the Company.

SHARES

2. The initial share Capital of the Company is divided into 3,000,000 ordinary shares of Tanzania shillings Ten Thousand (10,000/=) each.
3. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any share in the Company may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return or Capital or otherwise as the Company may from time to time by special resolution determine.
4. Subject to the provisions of Section 61 of the Act, the redeemable preference shares will be issued on the terms that they are, or at the option of the Company are liable to be, redeemed in accordance with Article 124 and have the rights in a winding up as set out in Article 125.
5. The Company is a private Company and accordingly no invitation or offer shall be made to the public (whether for cash or otherwise) to subscribe for any shares in or debentures of the Company, nor shall the Company allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public.
6. The Company may pay to any person a commission in consideration of his subscribing or agreeing to subscribe, whether absolute or conditional, for any shares in the Company: provided that such commission shall not exceed 10 per cent of the price at which such shares are issued, or an amount equivalent to such percentage; and the requirements of Section 56 of the Act shall be observed.
 - a. The Directors may subject to Article 48 hereof allot, grant options over or otherwise deal with or dispose of any relevant securities of the Company in accordance with the provisions of these Articles and the Act to such persons and generally on such terms and conditions as the Directors think proper.
 - b. The general authority conferred by paragraph (a) of this article shall be conditional upon due compliance with Article 48 hereof and shall extend to the amount of the authorized share Capital of the Company upon its incorporation.
 - c. The Directors shall be entitled under the general authority conferred by paragraph (a) of this Article to make at any time before the expiry of such authority any offer or agreement which will or might require relevant securities of the Company to be allotted after the expiry of such authority.

7. If two or more persons are registered as joint holders of any share, any one of such persons may give effectual receipts for any dividends or other moneys payable in respect of such share.
8. No person shall be recognized by the Company as holding any share upon any trust, and the Company shall not be bound by or required to recognize equitable, contingent, future or partial interest in any share or any right whatsoever in respect of any share other than an absolute right to the entirety thereof in the registered holder, except as by these Articles otherwise expressly provided or as required by law.
9. Every member shall be entitled, without payment, to receive within two months after allotment or lodgment of transfer (unless the conditions of issue provide for a longer interval) one certificate (under the Company's common seal or for all the shares registered in his or its name, specifying the number and (where necessary) denoting numbers of the shares in respect of which it is issued and the amount paid up thereon; Provided that in the case of joint holders the Company shall not be bound to issue more than one certificate to all the joint holders, and delivery of such certificate to any one of them shall be sufficient delivery to all. Every certificate shall be signed by one Director and countersigned by the Secretary or by an assistant or Deputy Secretary. Where only part of the shares comprised in a certificate is transferred, the member transferring shall be entitled without payment to a certificate for the balance thereof.
10. If any share certificate shall be defaced, worn out, destroyed or lost, it may be renewed on such terms (if any) as to evidence and indemnity any payment of the expenses reasonably incurred by the Company investigating the evidence as the Directors shall require but otherwise free of charge and (in case of defacement or wearing out) on delivery up of the old certificate.

LIEN

11. 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.
12. 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.

13. 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.
14. 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.
15. 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).

CALLS ON SHARES

16. The Directors may, subject to the provisions of these Articles, from time to time make such calls upon the members in respect of all monies unpaid on their shares as they think fit, provided that fourteen days' notice at least is given of each call and each member shall be liable to pay the amount of every call so made upon him to the persons, by the installments (if any) and at the times and places appointed by the Directors.
17. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing such call was passed.
18. The joint holders of a share shall be jointly and severally liable for the payment of all calls and installments in respect thereof.
19. If before or on the day appointed for payment thereof a call or installment payable in respect of a share is not paid, the person from whom the same is due shall pay interest on the amount of the call or installment at such rate not exceeding 20 per cent per annum as the Directors shall fix from the day appointed for payment thereof to the time of actual payment, but the Directors may waive payment of such interest wholly or in part.
20. Any sum which by the terms of allotment of a share is made payable upon allotment or at any fixed date, whether on account of the amount of the share or by way of

premium, shall for all purposes of these Articles, be deemed to be a call duly made and payable on the date fixed for payment, and in case of non-payment the provisions of these Articles as to payment of interest and expenses, forfeiture and the like, and all other relevant provisions of these Articles, shall apply as if such sum were a call duly made and notified as hereby provided.

21. The Directors may, from time to time, make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and in the time of payment of such calls.
22. The Directors may, if they think fit, receive from any member willing to advance the same all or any part of the monies due upon his shares beyond the sums actually called up thereon, and upon the monies so paid in advance, or so much thereof as exceeds the amount for the time being called up on the shares in respect of which such advance has been made, the Directors may pay or allow such interest as may be agreed between them and such member, in addition to the dividend payable upon such part of the share in respect of which such advance has been made as is actually called up.

TRANSFER OF SHARES

23. Subject to the restrictions of these Articles, shares shall be transferable, but every transfer must be in writing and must be left at the registered office, accompanied by the certificate of the shares to be transferred and such other evidence (if any) as the Directors may require to prove the title of the intending transferor.
24. This instrument of transfer of a share shall be executed by the transferor and, when the share is not fully paid, by 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.
25. Any share may be transferred at any time by a member to his or her father or mother, or to any lineal descendant of such father or mother, or to his or her wife or husband; and any share of a deceased member may be transferred by his executors or administrators to the widow or widower of any such relative as aforesaid of such deceased member, being a cestui que trust or specific legatee thereof, and shares standing in the name of any deceased member may be transferred to or placed in the names of the executors or trustees of his will, and upon any change of trustees may be transferred to the trustees for the time being of such will. Any member may transfer all, but not part only, of its shares to its wholly owned subsidiary but on terms that immediately upon such transferee ceasing to be the transferor's wholly owned subsidiary such shares shall be transferred to the transferor or another of its wholly owned subsidiaries. The holders of the shares between themselves.

26. No share shall in any circumstances be issued or transferred to any infant, bankrupt, person of unsound mind or any Specific Competitor.
27. Subject to the provisions of these Articles a member may sell shares PROVIDED THAT it is a sale of its entire holding of shares or a holding of shares which represents 10 per cent of the ordinary shares in issue (or an integral multiple thereof) and 10 per cent of the redeemable preference shares in issue (or an integral multiple thereof) and the rights of first refusal conferred of the other members under these Articles shall have been exhausted.
28. Any member who wishes to sell any shares (a "Vendor") shall give notice in writing to the Company and the other members of such wish (a "Transfer Notice") identifying:
- i. the person (not being a Specified Competitor, to whom it proposes to sell its Shares if they are not purchased by the other Shareholders pursuant to the provisions of these Articles (the "Proposed Transferee");
 - ii. the number of the Proposed Transferee's ultimate parent Company and controlling shareholders, if any,
 - iii. the number of shares to be sold which shall either be his entire holding of shares or a holding of shares which represents 10 per cent of the ordinary shares in issue or in integral multiple thereof) and 10 percent of the redeemable preference shares in issue (or an integral multiple thereof);
 - iv. The price per share offered by the proposed transferee (the Prescribed Price) and other terms of the proposed sale.
29. The Transfer Notice shall not be effective if it does not contain such information. The Transfer Notice shall constitute the Company the Vendor's agent for the sale of all, but not some only, of the shares held by the Vendor specified in the transfer Notice (the "Sale Shares") to the other members at the Prescribed Price. The Transfer Notice shall be accompanied by the vendor's share certificates in respect of the Sale Shares and a duly executed transfer in blank in respect thereof and (save as hereinafter provided) may not be withdrawn.
- (a) Within 14 business days of receipt of the Transfer Notice by the Company, the Company shall give notice in writing to the other members specifying the number of Shares and the Prescribed Price thereof and offering the Sale Shares for sale to the other members at the Prescribed Price. Such notice shall require the other members to state in writing within 21 days of the date of the notice:
 - i. that it is willing to purchase all of the Sale Shares at the prescribed Price; or

- ii. that if it consents to the sale of all the Sale Shares within 14 days then such other members shall be deemed to have served a notice pursuant to Article 30 (a) (ii) at the end of such 21 day period.
- (b) In the event that a notice is served by only one member pursuant to Article 30 (a) (i) in respect of all of the Sale Shares, such member shall within 14 days thereafter complete the purchase from the Vendor of such number of Sale Shares as shall be determined by multiplying the total number of Sale Shares by a percentage of which the numerator shall be the number of ordinary shares and redeemable preference shares in issue in the Capital of the Company held by such member and the denominator shall be the total number of ordinary shares and redeemable preference shares in issue in the Capital of the Company held by all the members serving a notice pursuant to Article 30 (a) (i). The Vendor shall be bound to transfer all the Sale Shares at the Prescribed Price, and if it makes default in so doing the Company may receive the purchase money and the Directors appointed by the other members may authorize some person to execute a transfer and assignment, as appropriate of the relevant number of Sale Shares in favour of the other members (the "Shareholder Purchasers") and the Company shall hold the purchase money in trust for the Vendor. The receipt by the Company of the purchase money shall be a good discharge to the Shareholder Purchasers and after its name has been entered in the Company's Register of members in exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person. If such purchase is not completed (for any reason other than the Vendor's default) within such period of 14 days, then the certificates and duly completed transfer and assignment in respect of the Sale Shares shall be returned to the Vendor and consent shall be deemed to have been given pursuant to Article 30 (a) (ii) and the provisions of Article 30 shall apply.
- (c) In the even that a notice is given or deemed to be given by the other members pursuant to Article 30 (a) (ii) the Vendor shall be at liberty to sell all of the Sale Shares at any time within 14 days after the date of such notice (or, if no actual notice is given pursuant to article 30 (a), the expiry of the period of 21 days provided for under Article 30 (a) to the Proposed Transferee at the Prescribed Price and otherwise upon no more favorable terms than those offered to the other members and as stated in the Transfer Notice.

30. The Directors shall refuse to register the transfer of any share other than a transfer permitted under these Articles and may, in their absolute discretion and without assigning any reason thereof, decline to register any transfer of any share whether or not it is a fully paid share.

31. 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 sent to the transferee notice of the refusal, as required by section 80 (i) of the Act. The registration of transfers may be suspended and the register of members closed during the fourteen days

immediately preceding every Annual General Meeting of the Company, and at such other times (if any) and for such period as the Directors may from time to time determine, provided always that the register shall not be closed for more than thirty days in any year.

32. If any shares are required to be transferred through a compulsory acquisition in accordance with any agreement between the members and the Directors certify that such a transfer cannot be effected pursuant to that procedure because a member defaults in taking any required action then the Directors may authorize some person to execute a transfer and assignment, as appropriate of the relevant number of shares as certified by the Directors and the exercise of the power as aforesaid and the validity of the proceedings shall not be questioned by any person. Any transfer pursuant to this Article shall not be subject to the rights of first refusal contained elsewhere in these Articles.

TRANSMISSION OF SHARES

33. In the case of the death of a member, the survivors or survivor, where the deceased was a joint holder, and the executors or administrators of the deceased, where he was a sole or only surviving holder, shall be the only persons recognized by the Company as having any title to his shares, but nothing herein contained shall release the state of a deceased joint holder from any liability in respect of any share jointly held by him.
34. Any person becoming entitled to a share in consequence of the death or bankruptcy of any member may, upon producing such evidence of title as the Directors shall require, be registered himself as holder of the share, or, subject to the provisions as to transfers herein contained (which shall apply as if the death or bankruptcy of the member had not occurred) transfer the same to some other person.
35. A person entitled to a share by transmission shall be entitled to receive, and may give a discharge for, any dividends or other monies payable in respect of the share, but he shall not be entitled in respect of it to receive notice of, or to attend or vote at meetings of the Company or, save as aforesaid, to exercise any of the rights of privilege of a member, unless and until he shall become a member in respect of the share.

FORFEITURE OF SHARES

36. If any member fails to pay the whole or any part of any call or installment of a call on or before the day appointed for the payment thereof, the Directors may at any time thereafter, during such time as the call or installment or any part thereof remains unpaid, serve a notice on him or on the person entitled to the share by transmission requiring him to pay such call or installment, or such part thereof as remains unpaid, together with interest at such rate not exceeding 10 percent per annum as the Directors shall determine, and any expenses that may have accrued by reason of such nonpayment.
37. 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 such call or installment, or such part as aforesaid, and all interest expenses that have accrued by reason of such non-payment,

are to be paid. It shall also name the place where payment is to be made, and shall state that, in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call was made will be liable to be forfeited.

38. If the requisition of any such notice as aforesaid is not complied with, any share in respect of which such 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. A forfeiture of shares shall include all dividends in respect of the shares not actually paid before the forfeiture, notwithstanding that they shall have been declared.
39. When any share has been forfeited in accordance with these Articles, notices of the forfeiture shall forthwith be given to the holder of the share or to the person entitled to the share by transmission, as the case may be, and an entry of such notice having been given, and of the forfeiture with the date thereof, shall forthwith be made in the register of members opposite to the share; but the provisions of this Article are directory only, and no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.
40. Notwithstanding any such forfeiture as aforesaid, the Directors may, at any time before the forfeited share has been otherwise disposed of, annul the forfeiture, upon the terms of payments of all calls and interest due thereon and all expenses incurred in respect of the share and upon such further terms (if any) as they shall see fit.
41. Every share which shall be forfeited may be sold, re-allotted, or otherwise disposed of, either to the person who was before forfeiture the holder thereof, or entitled thereto, or to any other person, upon such terms and in such manner as the Directors shall think fit, and the Directors may, if necessary, authorize some person to transfer the same to such other person as aforesaid.
42. A shareholder whose shares have been forfeited shall, notwithstanding, be liable to pay to the Company all calls made and not paid on such shares to the time of forfeiture, and interest thereon to the date of payment, in the same manner in all aspects as if the shares had not been forfeited, and to satisfy all (if any) the claims and demands which the Company might have enforced in respect of the shares at the time of forfeiture without any deduction or allowance for the value of the shares at the time of forfeiture.
43. The forfeiture of a share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the share, and all other rights and liabilities incidental to the share as between the shareholder whose share is forfeited and the Company, except only such of those rights and liabilities as are by these Articles expressly saved, or as are by the Act given or imposed in the case of past members
44. A statutory declaration in writing that the declarant is a Director of the Company, and that a share has been duly forfeited in pursuance of these Articles, and stating the date upon

which it was forfeited shall, as against all persons claiming to be entitled to share adversely to the forfeiture thereof, be conclusive evidence of the facts therein stated, and such declaration shall constitute a good title to the share, and (subject to the execution of any necessary transfer) such person shall be registered as the holder of the share and shall be discharged from all calls made prior to such sale or disposition 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 act, omission or irregularity relating to or connected with the proceedings in reference to the forfeiture, sale re-allotment or disposal of the share.

ALTERATIONS OF CAPITAL

45. The Company may from time to time by ordinary Resolution:

- (a) consolidate and divide its share Capital into shares of larger amount than its existing shares, or
- (b) cancel any shares not 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;
- (c) Divide its share Capital or any part thereof into shares of smaller amounts than is fixed by its Memorandum of Association by sub-division of its existing shares or any of them, subject nevertheless to the provisions of the Act.

And by Special Resolution:

- (a) May reduce its share Capital or any Capital redemption reserve or share premium account in any manner authorized and subject to any conditions prescribed by the Act.

46. (1) The Company in General Meeting may from time to time whether all the shares for the time being authorized shall have been issued or all the shares for the time being issued shall have been fully called up or not, increase its share Capital by the creation of new shares, such new Capital to be of such amount and to be divided into shares of such respective amounts and (subject to any special rights for the time being attached to any existing class of shares) to carry such preferential, deferred or other special rights (if any), or to be subject to such conditions or restrictions (if any), in regard to dividend, return of Capital, voting or otherwise, as the General Meeting resolving upon such increase directs.

(2) Subject to the provisions of Section 61 of the Act the Company may:

- I. Issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the shareholder on such terms and in such manner as shall satisfy the conditions in section 61 of the Act.
- II. Purchase its own shares (including any redeemable shares):
- III. Make a payment in respect of any such redemption or purchase of any of its own shares otherwise than out of distributable profits of the Company or the proceeds

of a fresh issue of shares.

47. Subject to any discretion to the contrary that may be given by the Company in General Meeting all shares authorized pursuant to Article 8 hereof to be allotted shall be offered to the members in proportion to the existing shares held by them and such offer shall be made by notice in writing specifying the number of the shares to which the member is entitled and limiting a time (being not less than 21 days) within which the offer if not accepted will be deemed to have been declined, and after the expiry of such time or upon receipt of an intimation from the member to whom such notice is given that he declines to accept the share offered, the Directors may, subject to these Articles, allot or otherwise dispose of the same to such persons and upon such shares as aforesaid which, by reason of the proportion borne by them to the number of persons entitled to any such offer as aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the Directors be conveniently offered in the manner herein before provided.
48. Except so far as otherwise provided by or pursuant to these Articles or by the conditions of issue, any new share Capital shall be considered as part of the original ordinary share Capital of the Company, and shall be subject to the same provisions with reference to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the original share Capital.

MODIFICATION OF RIGHTS

49. Subject to the provisions of the Act if at any time the share Capital of the Company is divided into different classes of shares, the rights or privileges for the time being attached to any class of shares may (notwithstanding that the Company may be or be about to be in liquidation) be varied or abrogated with the consent writing to the holders of three-fourths in nominal value of the issued shares of that class. To any such separate general meeting all the provisions of these Articles relating to General Meetings shall apply provided always that the necessary quorum at any such meeting other than an adjourned meeting shall be two persons holding or representing by proxy at least one-third in nominal value of the issued shares of the class in question and at an adjourned meeting one person holding shares of the class in question or his proxy and provided that any holder of shares of the class in question present in person or proxy may demand a poll.

GENERAL MEETINGS

50. The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than fifteen months shall elapse between the date of one annual general meeting of the Company and that of the next.

Provided that so long as the Company shall hold its first annual general meeting within eighteen months of its incorporation, it need not hold it in the year of its

incorporation or in the following year. The annual general meeting shall be held at such time and place as the Directors shall appoint

51. All General Meetings other than annual general meetings shall be called extraordinary general meetings.

52. The Directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or, in default, may be convened by such requisitions, as provided by Section 134 of the Act.

NOTICE OF GENERAL MEETINGS

53. Every general meeting will be called by twenty-one days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of the meeting and the nature of any special business that is to be transacted, and shall be given, in 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 notices from the Company.

54. Provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in these presents, be deemed to have been duly called if it is so agreed:

- (a) in the case of a meeting called as the annual general meeting, by all the members entitled to attend and vote thereat: and
- (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together holding not less than 95 percent in nominal value of the shares giving that right.

55. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting

PROCEEDINGS AT GENERAL MEETINGS

56. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and all that is transacted at an Annual General Meeting shall also be deemed special, with the exception of declaring a dividend, the consideration of the accounts and balance sheets and the reports of the Directors and Auditors, and any other documents accompanying or annexed to the balance sheets, the election of Directors in place of these retiring and the appointment and fixing of the remuneration of the Auditors.

57. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided, three members present in person or by proxy shall be a quorum.
58. If within half an hour from the time appointed for the holding of a General Meeting, a quorum is not present, the meeting, if convened on the requisition of 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 or to such time and place as the Directors may determine and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the members present shall be a quorum.
59. The Chairman (if any) of the Board of Directors shall preside at every General Meeting, but if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be present but unwilling to act as Chairman, the members present shall choose some Director, or if no Director be present, or if all the Directors decline to take the chair, they shall choose some member present to be Chairman of the Meeting.
60. The Chairman of any meeting at which a quorum is present may, with the consent of the meeting, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place as the meeting shall determine. Whenever a meeting is adjourned for fourteen days or more, notice of the adjourned meeting shall be given in the same manner as in the case of an original meeting. Save as aforesaid, no member shall be entitled to any notice of an adjournment or of the business to be transacted at an adjourned meeting. No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.
61. At all General Meetings a resolution put to the vote of the meeting shall be decided on a show of hands, unless before or upon the declaration of the result of the show of hands a poll be demanded by the Chairman or by at least two persons for the time being entitled to vote rights of all the members having the right to vote at the meeting, or by a member or members holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.
62. Subject as provided in Article 61, if a poll be demanded in manner aforesaid, it shall be taken in such manner, as the Chairman shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
63. No poll shall be demanded on the election of a Chairman of a meeting, or on any question of adjournment.
64. In the case of any equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall be entitled to a casting vote in addition to any other vote he may have.

65. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business, other than the question on which a poll has demanded.

VOTES OF MEMBERS

66. 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 one vote, and on a poll every member shall have one vote for each share of which he is the holder.

67. A member in respect of whom an order has been made by any Court having jurisdiction (whether in Tanzania or elsewhere) in matters concerning mental disorder may vote whether on a show of hands or on a poll by his receiver, curator bonis or other person authorized in that behalf appointed by that Court, and such last-mentioned persons may give their votes either personally or by proxy.

68. If two or more persons are jointly entitled to a share, then in voting upon any question 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 holders of the share, and for this purpose seniority shall be determined by the order in which the names stand in the register of members.

69. Save as herein expressly provided, no member other than a member duly registered who shall have paid everything for the time being due from and payable to the Company in respect of his shares shall be entitled to vote on any question either personally or by proxy, or to be reckoned in a quorum at any General Meeting.

70. Votes may be given either personally or by proxy. On a show of hands a member (other than a corporation) present only by proxy shall have no vote, but a proxy for or representative of a corporation may vote on a show of hands. A proxy need not be a member.

71. The instrument appointing a proxy shall be in writing under the hand of appointer or of his attorney duly authorized in writing, or if such appointer is a corporation under its common seal, if any, and, if none, then under the hand of some officer duly authorized in that behalf. An instrument appointing a proxy to vote at a meeting shall be deemed to include the power to demand or concur in demanding a poll on behalf of the appointer.

72. The instrument appointing a proxy, together with the power of attorney (if any) under which it is signed or a notarial certified or office copy thereof, shall be deposited at the office at least forty eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in such instrument proposes to vote, or in the case of a poll not less than twenty-four hours before the appointed for taking the poll and in default the instrument of proxy shall not be treated as valid.

73. Any instrument appointing a proxy shall be in the following form with such variations (if any) as circumstances may require or the Directors may approve:

"MOROGORO SUGAR INDUSTRIES LIMITED"

I/We..... Of, being a member/

**Members of the above named company, hereby appoints
ofor failing him..... act as
my/our proxy to vote for me/us on my/or behalf at the {Annual or extraordinary,
as the case maybe} general meeting of the company to be held on the day
of20....., and at any adjournment thereof.**

Signed this day Of, 20"

74.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.

75.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.

76.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.

DIRECTORS

77.Unless and until otherwise determined by the Company in General Meeting, the number of the Directors shall not be less than two. The first Directors of the Company are:

- 1. Mr. Kamalesh Mahadevbhai Maheshwari**
- 2. Mrs. Parul Kamalesh Maheshwari**

78.The remuneration of the Directors shall from time to time be determined by the Company in General Meeting. Unless otherwise directed by the resolution by which it is voted, any such remuneration shall be divided amongst the Directors as they may agree, or, failing agreement, equally. The Directors shall also be entitled to be repaid all traveling, hotel and other expenses properly incurred by them respectively in or about the performance of their duties as Directors, including their expenses of traveling to or from Board Meetings. If by arrangement with other Directors any Director shall perform or render any special

duties or services outside his ordinary duties as a Director, the Directors may pay him special remuneration, in addition to his ordinary remuneration, and such special remuneration may be by way of salary, commission or participation in profits, or by any or all of those modes, or otherwise as may be arranged.

79. The office of a Director shall be vacated:

- (a) If he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director.
- (b) If a receiving order is made against him or he makes any arrangement or composition with his creditors.
- (c) If he becomes of unsound mind and either he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Diseases Act (Cap.98) or an order is made by a Court having jurisdiction (whether in the Tanzania or elsewhere) in matter concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs.
- (d) If he absents himself from the meetings of the Board during a continuous period of six months without special leave of absence from the Directors, and they pass a resolution that he has by reason of such absence vacated his office.
- (e) If by notice in writing given to the Company he resigns his office.

POWERS AND DUTIES OF DIRECTORS

80. 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.

81. 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.

82. 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.

83. 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.

84. (a) Subject to the provisions of the Act a Director notwithstanding his office may contract with, be a party to, or otherwise interested in any contract or proposed contract or arrangement with the Company or in which the Company is otherwise interested and shall not be liable to account for any profit or other benefit derived by him by reason of any such matter and no such contract, proposed contract, transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit. Provided that the nature and extent of the interest of the Director be declared at a meeting of the Directors in full compliance with section 209 of the Act.

(c) For the purposes of paragraph (a) a general notice given to the Directors at such meeting by a Director to the effect either that he is a member of a specified Company or firm and is to be regarded as interested in any contract, transaction or arrangement which may, after the date of the notice, be made with the specified person who is connected with him shall be sufficient declaration of interest in relation to any such contract, transaction or arrangement.

85. 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.

PROCEEDINGS OF DIRECTORS

86. 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.

87. The Directors may, and on the request of a Director the Secretary shall, at any time summon a meeting of the Directors, Notice of a meeting of Directors shall be given to all Directors.

88. The Board shall act by majority vote only.

89. The Chairman shall be one and shall have a casting vote.

90. At any Board Meeting the Directors present shall each be entitled to cast one vote each.

91. (a) 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.

(b) 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.

(c) 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.

(d) An alternate Director shall be deemed for all purposes (save for the appointment of an alternate Director under this Article) a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him.

(e) A person, who holds office only as an alternate Director shall, if his appointer is not present, be taken into account in reckoning a quorum at any meeting of the Directors or any committee of the Directors.

92. The Directors may delegate any of their powers to committees consisting of such member or members of their body, as they think fit. Any committees so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors.

93. The Directors shall cause proper minutes to be made of all General Meetings of the Company and proper records to be kept of all Written Resolutions (and of signatures) and also of all appointments of officers, and of proceedings of all meetings of Directors and committees, and of the attendances thereat, and all business transacted at such meetings. All such minutes and records (and signatures) shall be entered in books provided for the purpose. Any such record of a Written Resolution (and of the signatures) purporting to be signed by a Director or by the Secretary shall be evidence of the proceedings in agreeing to a Written Resolution and until the contrary is proved the

requirements of the Act with respect to those proceedings shall be deemed to be complied with and any such minutes of any such meeting, if purporting to be signed by the Chairman of such meeting, shall be conclusive evidence without any further proof of the facts therein stated.

94. A resolution in writing signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors or of a committee of Directors shall be as valid and effective for all purposes as a resolution passed at a meeting of the Directors or (as the case may be) a committee of Directors duly convened, held and constituted and may consist of several documents in the like form each signed by one or more Directors.

THE COMMON SEAL

95. 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 favour 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.

SECRETARY

96. 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.

97. No person shall be appointed or hold office as Secretary who is:

- (a) The sole Director of the Company; or
- (b) A corporation the sole Director of which is the sole Director of the Company;
- (c) The sole Director of a corporation which is the sole Director of the Company.

98. A provision of the Act or these presents requiring or authorizing a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

DIVIDENDS AND RESERVE FUNDS

99. Subject to any rights or privileges for the time being attached to any shares in the Capital of the Company have preferential, deferred or other special rights in regard to dividends, the profits of the Company which it shall from time to time be determined to distribute by way of dividend shall be applied in payment of dividends upon the shares of the Company in proportion to the amounts paid up thereon respectively otherwise than in advance of calls.

100. If any share is issued on terms providing that it shall rank for dividend as from a particular date that share rank for dividend accordingly.

101. Subject to the provisions of the Act, the Company in General Meeting may from time to time declare dividends, but no such dividend shall exceed the amount recommended by the Directors.
102. Subject to the provisions of the Act, the Directors may pay interim dividends if it appears to them that they are justified by the profits of the Company available for distribution. If the share Capital is divided into different classes of shares, the Directors may pay interim dividend on shares which confer deferred or non-deferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividends, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears. The Directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. Provided the Directors act in good faith they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-deferred rights.
103. With the sanction of a General Meeting, dividends may be paid wholly or in part in specie, and may be satisfied in whole or in part by the distribution amongst the members in accordance with their rights of fully paid shares, stock or debentures or any other property or assets suitable for distribution as aforesaid. The Directors shall have full liberty to make all such valuations, adjustments and arrangements, and to issue all such certificates or documents of title as may in their opinion be necessary or expedient with a view to facilitating the equitable distribution amongst the members of any dividends or portions of dividends to be satisfied as aforesaid or to giving them the benefit of their proper shares and interests in the property, and no valuation, adjustment or arrangement so made shall be questioned by any member.
104. The Directors may, before recommending any dividend set aside out of the profits of the Company such sums as they think proper to a reserve fund or reserve account, which shall at the discretion of the Directors be applicable for any purpose for which the profits of the Company may lawfully be applied. The Directors may also from time carry forward such sums, as they may deem expedient in the interests of the Company.
105. The Directors may deduct from any dividend or other monies payable in respect of any shares held by a member, either alone or jointly with any other member, all such sums of money (if any) as may be due and payable by him either alone or jointly with any other person to the Company on account of calls or otherwise in relation to the shares of the Company.
106. Any dividend, instalment or interest in respect of any shares may be paid by cheque or warrant payable to the order of the member entitled thereto, or (in the case of joint holders) of that member whose name stands first on the register in respect of the joint holding.

107. Every such cheque or warrant shall (unless otherwise directed) be sent by post to the last registered address of the member entitled thereto, and the receipt of the person whose name appears on the register of members as the holder of any share, or, in the case of joint holders, of any one of such holders, or of his or their agent duly appointed in writing, shall be a good discharge to the Company for all dividends or other payments made in respect of such share. Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby.
108. No dividend or other monies payable in respect of a share shall bear interest as against the Company unless otherwise provided by the rights attached to the share.
109. 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.

CAPITALISATION OF RESERVES

110. The Company in General Meeting may upon the recommendation of the Directors resolve that it is desirable to Capitalize any undivided profits of the Company (not being required for the payment or provision of any fixed preferential dividend) 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 the same had been distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such members respectively or paying up in full un issued shares or debentures of the Company to be allotted and distributed credited as fully paid up to and amongst such members in the proportion aforesaid, or partly in the one way and partly in the other and the Directors shall give effect to such resolution. Provided always that an amount standing to the credit of a share premium account or Capital redemption reserve may, for the purposes of this Article, only be applied in the paying up of un issued shares to be allotted to members of the Company as fully paid bonus shares.
111. The Company in General Meeting may upon the recommendations 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 reserve account of the Company or its profit and loss account which is not available for distribution by applying such sum in paying up in full un issued shares to be allotted as fully paid bonus shares to those members of the Company who would have been entitled to that sum if it were distributed by way of dividend and in the same proportions and the Directors shall give effect to such resolution.
112. Whenever a resolution is passed in pursuance of Article 109 or 110 the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalized thereby, and all allotments and issues of fully paid shares or debentures, if any, and generally shall do all acts and things required to give effect thereto. Where

any difficulty arises in respect of any such distribution the Directors shall settle the same as they think expedient, and in particular they may issue fractional certificates, fix the value for distribution of any fully paid up shares or debentures, make cash payments to any shareholders on the footing of the value so fixed in order to adjust rights, and vest any such shares or debentures in trustees upon such trusts for or for the benefit of the persons entitled to share in the appropriation and distribution as may seem just and expedient to the Directors. When deemed requisite the Directors may authorize any person to enter on behalf of all the members concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid, if any shares or debentures to which they are entitled upon such Capitalization, any agreement made under such authority being binding on all such members.

ACCOUNTS

113. The Directors shall cause accounting records to be kept in accordance with the provisions of the Act.
114. 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 accounting records of the Company, or any of them, shall be open to the inspection of members, and no member (other than an officer of the Company) shall have any right of inspecting any of the accounting records of the Company except as conferred by the Act authorized by the Directors or by a resolution of the Company in General Meeting. The Company's accounting records shall at all times be open to inspection by the officers of the Company.
115. The Directors shall from time to time in accordance with the provisions of the Act cause to be prepared and to be laid before the Company in General Meeting such Profit and Loss Accounts, Balance Sheets, Group Accounts (if any) and reports as required by the Act.
116. A copy of every Balance Sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the auditors' report, shall not less than twenty-one days before the date of the meeting be sent to all persons entitled to receive notices of General Meetings of the Company.

AUDIT

117. Once at least in every year the accounts of the Company shall be examined, and the correctness of the Profit and Loss Account and Balance Sheet ascertained by one or more properly qualified Auditor or Auditors.
118. The appointment, powers, rights, remunerations and duties of the Auditors shall be regulated by the provisions of the Act relating thereto.

NOTICES

119. Any notice to be given pursuant to these Articles shall be in writing and may be served by the Company upon any member either personally or by sending it through the post in a prepaid letter addressed to such member at his registered address as appearing in the register of members or by leaving at that address.
120. All notices directed to be given to the members shall, with respect to any share to which persons are jointly entitled, be given to whichever of such persons is named first in the register of members, and any notice so given shall be sufficient notice to the holders of such share.
121. Any member described in the register of members by an address not within Tanzania, who shall from time to time give the Company an address within Tanzania at which notices may be served upon him, shall be entitled under these Articles if he had a registered address within Tanzania, but, save as aforesaid, and as provided by the Act, only those members who are described in the register of members by an address within Tanzania shall be entitled to receive notices from the Company.
122. Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the Register of Members, has been duly given to a person from whom he derives his title.
123. A notice may be given by the Company to the persons entitled to any share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to them by name or by the title of representatives or trustees of such deceased or bankrupt member, at the address (if any) in Tanzania supplied for the purpose by such persons as aforesaid, or (until such an address has been supplied) by giving the notice in the manner in which the same would have been given if the death or bankruptcy had not occurred.
124. Any notice or other document, if served or sent by post, shall be deemed to have been served or delivered at the expiration of 48 hours from the time when the envelope containing the same was posted and in any other case at the time at which the letter would be delivered in the ordinary course of post.

REDEMPTIONS

125. (1) 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 redeemed preference shares then in issue (a "Redemption Notice").
 - (2) 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.

- (3) 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.
- (4) 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.
- (5) 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.
- (6) Redeemable preference shares shall not be redeemable at the option of the holders of such redeemable preference shares.

UNTRACEABLE MEMBERS

126. (1) The Company shall be entitled to sell at the best price reasonably obtainable any share of a member or any share to which a person is entitled by transmission on death or bankruptcy if and provided that:
 - (a) for a period of six years no cheque or warrant sent by the Company through the post in a pre-paid letter addressed to the member or to the person so entitled to the share at his address in the Register or otherwise the last known address given by the member or the person entitled by transmission to which cheques and warrants are to be sent has been cashed and no communication has been received by the Company from the member or the person so entitled provided that in any such period of six years the Company has paid at least three dividends whether interim or final;
 - (b) the Company has at the expiration of the said period of six years by advertisement in two national daily newspapers and in a newspaper circulating in the area in which the address referred to in paragraph (1) above is located given notice of its intention to sell such share;

- (c) the Company has not during the period of three months after the date of the advertisement and prior to the exercise of the power of sale received any communication from the member or person so entitled: and
 - (d) if any part of the share Capital of the Company is quoted on any stock exchange of the Company has given notice in writing to the quotations department of such stock exchange of its intention to sell such shares.
- (2) To give effect to any such sale the Directors may appoint any person to execute as transferor an instrument of transfer of the said shares and such instrument of transfer of the said shares shall be as effective as if it had been executed by the registered holder of, or person entitled by transmission to, such shares and the title of the purchaser or other transferee shall not be effected by any irregularity or invalidity in the proceedings relating thereto. The net proceeds of sale shall belong to the Company which shall be obliged to account to the former member or other person previously entitled as aforesaid for an amount equal to such proceeds and shall enter the name of such former member or other person in the books of the Company as a creditor for such amount. No trust shall be created in respect of the debt, no interest shall be payable in respect of the same and the Company shall not be required to account for any money earned on the net proceeds, which may be employed in the business of the Company or invested in such investments (other than shares of the Company or its holding Company if any) as the Board may from time to time think fit.

WINDING UP

127. (1) If the Company shall be wound up the liquidator shall apply the assets of the company in satisfaction of creditors' claims in such manner and order as he thinks fit.
- (2) The assets available for distribution among the members shall then be applied in the following priority:
- (a) First, in the payment to the holders of redeemable preference shares in respect of each redeemable preference share held by them of a sum equal to the nominal value and share premium paid on each redeemable preference share at the time of allotment to the extent that there are sufficient assets available to enable such payment to be made;
 - (b) Second, in the payment to the holders of the ordinary shares in respect of each ordinary share held by them of a sum equal to the nominal value of each such ordinary share to the extent that there are sufficient assets available to enable such payment to be made; and
 - (c) Third, the surplus assets of the Company (if any) shall be divided among the members.

128. 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 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. The liquidator may, with the like sanction, vest the whole or any part such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, shall think fit, but so that no member shall be compelled to accept, any shares or other securities whereon there is any liability.

CHANGES OF COMPANY PARTICULARS.

129. All changes including but not limited to change of Share capital, change of shareholding structure, forfeiture of unpaid shares, share transfer, share transmission, termination of Directors or Company Secretary holding shares or who are members of the company, joint venture or expansion of the company, borrowing of any kind secured or unsecured, lending of funds, credit rating applications, or approval shall be conducted by way of either Ordinary or by Special Resolutions.

130. That in the event of necessary changes of either of the above such meeting of passing resolutions shall be attended signed and or witnessed by the founding members.

131. Article 129 & 130 shall only apply to persons who have paid up their shares to be proved by share certificate (s).

INDEMNITY

132. Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or Auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgment is given in his favors or in which he is acquitted or in connection with any application in which relief is granted to him by the Court from liability for negligence, default, breach of trust in relation to the affairs of the Company

TABLE OF SHAREHOLDERS

No	Name, Postal Address and Occupation of Subscribers	Number of Shares Taken by Each Subscriber	Signature of Subscribers
1.	Kamalesh Mahadevbhai Maheshwari No: 7 Aga Khan Flats, Makoroboi Street, Nyerere Road P.O Box 1283 Mwanza	6500	SIGNED

2.	Parul Kamalesh Maheshwari No: 7 Aga Khan Flats, Makoroboi Street, Nyerere Road P.O Box 1283 Mwanza	3500	SIGNED
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Dated this 12th Day of December 2011.

WITNESS to the above Signatures:-

Name SETH MKEMA

Signature: Signed

Postal Address P.O Box 83 Mwanza.

Qualification State Attorney.