

THE COMPANIES ORDINANCE, 1931

COMPANY LIMITED BY SHARES

Memorandum of Association
OF
TIMBER SALES (E.A.) LIMITED

1. The name of the Company is "TIMBER SALES (E.A.) LIMITED".
2. The registered office of the Company will be situate in Tanganyika Territory.
3. The objects for which the Company is established are:—
 - (1) To carry on, acquire, take over, promote and establish all or any of the businesses of timber merchants, saw-mill proprietors, timber growers and fuel contractors, and to buy, sell, grow, cut, prepare for market, manipulate, import, export and deal in timber, wood and fuel of all kinds and to manufacture and deal in articles of all kinds in the manufacture of which timber or wood is used and to acquire, buy, lease, clear, plant and work timber estates.
 - (2) To acquire from the Government of the said Territory or any other territories in Africa and any other sovereign state or authorities in Africa or elsewhere, any concessions, grants, decrees, rights, powers and privileges whatsoever which may seem to the Company capable of being turned to account and to work, develop, carry out, exercise and turn to account the same.
 - (3) To develop the resources of, and turn to account any lands, and any rights over and connected with land belonging to or in which the Company is interested and in particular by clearing, draining, fencing, planting, cultivating, building, improving, farming, irrigating and grazing.
 - (4) To buy, sell, import, export, manipulate, prepare for market and deal in merchandise of all kinds, and generally to carry on business as merchants, importers and exporters.
 - (5) To carry on business as millers of all kinds, store-keepers, hardware merchants, hotel and restaurant and bar keepers, farmers, cattle-breeders, stockmen, carriers, provision preservers, mechanical engineers

- (7) To buy, sell, gin, import, export, treat, cure, submit to any process of manufacture and prepare for market, warehouse, transport by land or water, trade and deal in cotton, sisal and any other fibre whether prepared, manufactured or in its raw state and whether on account of the Company or their constituents or customers.
- (8) To carry on all or any of the businesses of ginning, pressing, packing or cleaning cotton, wool, hemp, jute, sisal or other fibrous substances by steam, hydraulic, hand or other machinery or spinning, weaving or otherwise manufacturing cotton, sisal, wool, or other fabrics; of separating cotton from the seed, crushing seeds, manufacturing linseed, cotton and other cakes, extracting and manufacturing oil by crushing or by chemical or any other processes; of refining oil, boiling soap and making and manufacturing cattle food and feeding and fattening preparations of every description; to undertake, transact and execute all kinds of agency business, generally to undertake and carry out any operations or transaction whatsoever which may lawfully be undertaken and carried out by capitalists and which the Company may think it expedient to undertake and carry out.
- (9) To carry on the business of insurance agents for all or any kind of insurance and any other agency business.
- (10) To manufacture, buy and sell bricks, tiles, pipes, pottery, earthenware, bricks, earth, stone, marble, slates, chalk, sand and other building materials and clay products of every description.
- (11) To carry on the business of extracting, pumping, drawing, transporting and purifying, and dealing in petroleum and other mineral oils.
- (12) To carry on the business of garage proprietors, taxicab, omnibus, cab, fly, and other public or private conveyance proprietors, job-masters, livery stable keepers, horse, omnibus, carriage, cab, fly, cart dealers, omnibus, coach, motor, carriage, cab, fly, cart or other vehicle manufacturers and repairers, garage, coach house, and stable builders, dealers in motor accessories of all kinds, motor and mechanical engineers, carriers in all their respective branches.
- (13) To pay all costs, charges and expenses incurred or sustained in or about the promotion and establishment of the Company or which the Company shall consider to be preliminary.
- (14) To purchase or otherwise acquire all or any part of the business, property and liabilities of any company, society, syndicate, partnership or person carrying on or proposing to carry on all of any of the businesses which this Company is authorised to conduct and carry on or liquidate and wind up any such business.
- (15) To enter into any arrangements with any Governments or authorities supreme, municipal, local or otherwise that may seem conducive to the Company's interests.

- (16) To enter into partnership or into any arrangement for sharing profits or joint adventure with any person or persons or company carrying on or about to carry on any business which this Company is authorised to carry on, or any business capable of being conducted so as directly or indirectly to benefit this Company, and to acquire or join in acquiring any such business.
- (17) To purchase, take on lease, or in exchange, hire, subscribe for, or otherwise acquire, and to hold, sell, let on lease, or otherwise dispose of, or grant rights over and transfer and deal with any property immovable or movable, real or personal, including patents, patent rights, inventions, concessions, mines, mining rights, and claims and shares, stocks, debentures or obligations of any company and upon a distribution of assets or division of profits, to distribute any such property amongst the members of this Company in specie.
- (18) To construct, carry out, maintain, improve, manage, work, control and superintend any roadways, tramways, railways, bridges, reservoirs, watercourses, aqueducts, wharves, furnaces, saw-mills, crushing works, hydraulic works, electrical works, factories, warehouses, shops and other works and conveniences which may seem directly or indirectly conducive to any of the objects of the Company and to contribute to, subsidise or otherwise aid or take part in any other operations.
- (19) To make, draw, accept, endorse, negotiate, discount, buy, sell and deal in bills, notes and other negotiable or transferable instruments.
- (20) To borrow and secure the payment of money in such manner, on such terms as the Directors may deem expedient and to mortgage or charge the undertaking and all or any part of the property and rights of the Company present or future including uncalled capital.
- (21) To lend money to any person or company and to guarantee the performance of any contracts.
- (22) To pay for any business, property or rights acquired or agreed to be acquired by this Company and generally to satisfy any obligations of this Company by the issue or transfer of shares of this or any other company credited as fully or partly paid up or of debentures or other securities of this or any other Company.
- (23) To sell, exchange, let, develop, dispose of or otherwise deal with the undertaking or all or any part of the property of this Company upon such terms and for such price or other consideration of any kind as the Company in general may think fit.
- (24) To promote or assist in, or contract with any person or company for the promotion of any company or companies for the purpose of acquiring all or any of the property and liabilities of this Company, or for any other purpose.

(25) To contribute or make donations to any person or

- (26) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined by the Directors.
- (27) To grant pensions and allowances and to subscribe or guarantee money for charitable objects.
- (28) To sell, dispose of, or transfer the business, property and undertaking of the Company or any part thereof for any consideration which the Company may see fit to accept and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of this Company.
- (29) To accept shares, or stock in, or debentures, mortgage debentures or other securities of any other company in payment or part payment for any services rendered or for any sale made to, or debt owing, from any such Company.
- (30) To distribute in specie, or otherwise as may be resolved, any assets of the Company amongst its members and particularly the shares, debentures or other securities of any other company formed to take over the whole or any part of the assets or liabilities of this Company.
- (31) To procure the Company to be registered, incorporated or otherwise constituted, if considered necessary or advisable, according to the law of the United Kingdom or any Colony or Dependency thereof or any other country.
- (32) To do all or any of the above things in any part of the world and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise and either alone or in conjunction with others.
- (33) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

AND IT IS HEREBY DECLARED that the word "Company" in this Clause except where used in reference to this Company shall be deemed to include any partnership or other body of persons whether incorporated or not incorporated and whether domiciled in Tanganyika Territory or elsewhere and that the objects specified in each paragraph of this Clause except where otherwise expressed in such paragraph shall be separate and independent objects of the Company and shall not be limited or restricted by reference to the terms of any other paragraph or the name of the Company.

4. The liability of the members is limited.
5. The capital of the Company is Shillings Five Hundred Thousand (Shs. 500,000/-) divided into Five Hundred (500) shares of Shillings One Thousand (Shs. 1,000/-) each with power to increase and to attach to the shares in such increased capital such preferential deferred or special rights, privileges or conditions as may be determined upon by or in accordance with the regulations of the Company.

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

Names, addresses and descriptions of subscribers.	No. of shares taken by each subscriber.
PRAHLAD SINGH GREWAL P.O. Box-28 Bukora	one. <u>sd Psg</u>
GURMAIL SINGH GREWAL P.O. Box 28 Bukora	one <u>sd Psg.</u>
HARDANSHAN SINGH GREWAL P.O. Box. 1331 Lushohi	one <u>sd. Psg.</u>

Dated this 21 day of July 1952.

Witness to the above signatures:—

THE COMPANIES ORDINANCE, 1931

COMPANY LIMITED BY SHARES

Articles of Association

OF

TIMBER SALES (E.A.) LIMITED

PRELIMINARY

1. The regulations in Table "A" in the First Schedule to the Companies Ordinance 1931 (such Table being hereinafter called Table "A") shall apply to this Company save in so far as they are varied or excluded hereby but, in case of any conflict between the provisions herein and the provisions under Table "A", the former shall prevail and in addition to, substitution for, or modification of the provisions of Table "A", the following shall be the regulations of this Company.

2. The Company shall be a private company and accordingly the following provisions shall have effect:—

- (a) The Company shall not offer any of its shares or debentures to the public for subscription.
- (b) The number of the members of the Company (exclusive of persons who are in the employment of the Company and of persons who having been formerly in the employment of the Company, were while in such employment and have continued after the determination of such employment to be members of the Company) shall not at any time exceed fifty.
- (c) The Company shall not issue share warrants and the transfer of shares in the Company shall be restricted as hereinafter provided.

SHARE CAPITAL AND SHARES

3. The original share capital of the Company is Shillings Five Hundred Thousand (Shs. 500,000/-) divided into Five Hundred (500) shares of Shillings One Thousand (Shs. 1,000/-) each.

4. The shares shall be at the disposal of the Directors who may allot or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, subject always to clause 2 hereof and provided that no share shall be issued at discount except as provided by the Companies Ordinance, 1931, Section 48.

TRANSFER AND TRANSMISSION OF SHARES

6. The words "not being fully paid shares" occurring in Article 19 of Table "A" shall be deemed to be omitted.
7. No shares in the capital of the Company shall be sold or transferred by any shareholder or trustee in bankruptcy or personal representative of any shareholder unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.
8. Every shareholder or trustee in bankruptcy who may desire to sell or transfer any shares, and every personal representative of a deceased shareholder who may desire to sell or transfer any shares of such deceased shareholder shall give notice in writing to the Directors that he desires to make such sale or transfer, and such notice shall constitute the Board his agent for the sale of such shares to any members or member of the Company at a price to be agreed upon between the party giving such notice and the Board, or in case of difference, to be determined by the Auditors of the Company who shall be considered to be acting as experts and not as arbitrators. The transfer notice shall not be revocable except with the consent of the Board.
9. Upon the price for such shares being agreed on or determined by the Auditors (as the case may be) the Board shall forthwith give notice to each of the shareholders (other than the shareholders desiring to sell or transfer the said shares) stating the number and price of such shares and inviting the persons to whom the notice is sent to state in writing within twenty-one days from the date of such notice whether he is willing to purchase any, and if so, what maximum number of shares. At the expiration of such twenty-one days the Board shall apportion such shares amongst the shareholders (if more than one) who shall have expressed their desire to purchase the same, and as far as may be pro rata according to the number of shares already held by them respectively or if there be only one such shareholder the whole of such shares shall be sold to him, provided that no shareholder shall be obliged to take more than the maximum number of such shares stated in his answer to the said notice. Upon such apportionment being made or such one shareholder notifying his intention to purchase, as the case may be, the party desiring to sell or transfer the shares to the respective shareholders or to the single shareholder who shall have agreed to purchase the same.
10. In the event of the party desiring to sell or transfer such shares failing to carry out the sale of any shares which he shall have become bound to transfer as aforesaid, the Directors may execute a transfer in his name, and may give a good receipt for the purchase price of such shares, and may register the purchasing members or member as holder thereof, and issue to them or him certificates or certificate for the same, and thereupon the purchasing members or member shall become indefeasibly entitled thereto. The party desiring to sell or transfer such shares shall in such case be bound to deliver up his certificate or certificates for the said shares, and on such delivery shall be entitled to receive the said purchase price without interest.
11. In the event of

or the balance not so sold to persons who are not shareholders provided that he shall not sell them for a less price than the sum at which the same shall have been offered for sale to the shareholders aforesaid.

12. Any share may be transferred by a member to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, wife or husband of such member, and any share of a deceased member may be transferred by his executors or administrators to any child, or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, nephew, niece, widow or widower of such deceased member to whom such deceased member may have specifically bequeathed the same, and shares standing in the name of the trustees of the Will of any deceased member may be transferred upon any change of trustees to the trustees for the time being such Will and the restrictions in Articles 7 to 11 inclusive hereof shall not apply to any transfer authorised by this Article.

13. The Directors may refuse to register any transfer of a share (a) where the Company has a lien on the share, or (b) where the Directors consider that it is not desirable to admit the proposed transferee to membership. But paragraph (b) of this Article shall not apply where the proposed transferee is already a member nor to a transfer made pursuant to Article 12 hereof.

14. The Company shall not, except as ordered by a Court of competent jurisdiction or as by statute required, be bound by or be compelled in any way to recognise, even when having notice thereof, any trust or any other right in respect of a share other than an absolute right thereof in the registered holder thereof for the time being or, such other rights in case of transmission thereof, as are conferred by Articles 20 to 22 of Table "A".

BORROWING POWERS

15. The Directors may from time to time raise or borrow or may themselves lend for the purpose of the Company's business such sum or sums of money as they think fit and may secure the repayment of or raise any such sum or sums by way of mortgage or charge upon the whole or any part of the property and assets of the Company present and future, including its uncalled capital or by the issue at such price as they think fit of bonds or debentures either charged upon the whole or any part of the property and assets of the Company or not so charged or in such other way as the Directors may think expedient.

GENERAL MEETINGS

16. The ordinary General Meeting of the Company shall be held once at least in every year (but not more than 15 months after the preceding General Meeting) at such time and place as the Directors may appoint and Clause 39 of Table "A" shall be modified accordingly.

17. Subject to the Companies Ordinance, Section 107 (2), fourteen days notice at the least (exclusive of the day on which

PROCEEDINGS AT GENERAL MEETINGS

18. No business, except adjournment of the meeting, shall be transacted at any General Meeting unless a quorum of members is present at the time the meeting proceeds to business and such quorum shall consist of not less than two members personally present.

VOTES OF MEMBERS

19. On a show of hands every member who being an individual is present in person or being a corporation is present by one of its officers as its proxy or duly represented pursuant to Section 116 of the Ordinance shall have one vote and in case of a poll, every member present either personally or by proxy, shall have one vote for every share held by him upon which there are no calls in arrear.

DIRECTORS

20. Until otherwise determined by a General Meeting, the number of Directors shall not be less than two or more than four and they shall be entitled to act notwithstanding a vacancy or vacancies.

21. The following shall be the first Directors of the Company:—

PRAHLAD SINGH GREWAL

GURMAIL SINGH GREWAL

HARDARSHAN SINGH GREWAL

and each of them shall be entitled to hold such office as long as he shall not become disqualified from any of the clauses specified in Article 23 hereof.

22. Until otherwise determined by the Company in General Meeting the qualification of a Director shall be the holding in his own right of one share in the Company of the nominal value of Shs. 1,000/-.

23. The office of a Director shall be vacated:—

- (a) If he become bankrupt or insolvent or compound with his creditors.
- (b) If he become of unsound mind or be found a lunatic.
- (c) If he absent himself from the meetings of Directors for a period of six months, without special leave of absence from the other Directors.
- (d) If he give the Secretary one month's notice in writing that he resigns his office.
- (e) If he cease to be a Director by virtue of the Companies Ordinance, 1931, Section 142.
- (f) If he is prohibited from being a Director by an Order made under any provision of the Companies Ordinance, 1931, Section 213 or Section 269.

But any act done in good faith by a Director whose office is vacated as aforesaid shall be valid.

24. The Directors shall be paid out of the funds of the Company by way of remuneration for their services, such sum as the Company in General Meeting may from time to time determine and such remuneration shall be divided among them in such proportion and manner as the Directors may determine and in default of such determination, equally. The Directors shall also be paid all reasonable travelling and hotel expenses incurred by them respectively in or about the performance of their duties as Directors.

25. If any Director, being willing, shall be called upon to perform extra services or to make special exertions in going or residing abroad or otherwise for any of the purposes of the Company, the Company may remunerate such Director as may be determined by the Directors and such remuneration may be either in addition to or in substitution for his share in the remuneration above provided and may also refund to such Director all reasonable expenses incurred by him whilst on the Company's business.

26. Article 72 of Table "A" is deleted and the following Article adopted in lieu thereof:—A Director may hold any office of profit under the Company (other than that of Auditor) in conjunction with the office of Director and may enter into contracts or arrangements or have dealings with the Company and shall not be disqualified from office thereby nor shall he be liable to account to the Company for any profit arising out of any such contract, arrangement or dealing to which he is a party or in which he is interested by reason of his being at the same time a Director of the Company, provided that such Director discloses to the meeting of the Directors at which such contract, arrangement or dealing is first taken into consideration the nature of his interest therein, or if such interest is subsequently acquired, provided that he discloses the fact that he has acquired such interest at the next meeting held after such interest was acquired. A Director may vote as a Director in respect of any such contract, arrangement or dealing and shall be reckoned in estimating a quorum when any such contract, arrangement or dealing is under consideration. A general notice given to the Directors by a Director to the effect that he is a member of a specified company or firm and is to be regarded as interested in any contract, arrangement or dealing which may, after the date of the notice, be entered into or made with that company or firm, shall for the purpose of this Article, be deemed to be a sufficient disclosure of interest in relation to any contract, arrangement or dealing so entered into or made.

27. Any Director shall have the right and power at any time he thinks fit to do so, to appoint in writing any person who shall have been approved of by the Board to act as his Alternate Director in his place and stead at all meetings and in all proceedings in which and on all occasions when he shall not himself act, and any person so appointed shall be subject in all other respects to the regulations of the Company regarding Directors, save that an Alternate Director need not hold any share qualification, and shall not be entitled to receive any remuneration from the Company.

Director who may be appointed shall.

29. The appointment of an Alternate Director shall be cancelled, and the Alternate Director shall cease to hold office, whenever the Director who appointed him shall cease to be a Director, or shall give notice in writing to the Company that the Alternate Director representing him has ceased to be his representative.

30. The quorum of the Directors for transacting business shall unless otherwise fixed by the Directors, be two.

31. A resolution in writing signed by all the Directors (including any Alternate Directors) then in the Uganda Protectorate or Tanganyika Territory shall be as valid and effectual as if it had been passed at a meeting of Directors duly called and constituted.

MANAGING DIRECTOR

32. The Directors may from time to time appoint any one or more of their body to be Managing Director or Managing Directors for such period and upon such terms as they may think fit and may entrust to and confer upon the Managing Directors all or any of the powers of the Directors (except the power to make calls, forfeit shares and borrow money or issue debentures) that they shall think fit. But the exercise of all powers by the Managing Director or Managing Directors shall be subject to such regulations and restrictions as the Directors may from time to time make and impose and the said powers may at any time be withdrawn, revoked or varied. A Managing Director shall not while holding that office be subject to retirement by rotation or taken into account in determining the rotation or retirement of Directors but his appointment shall be subject to determination "ipso facto" if he ceases from any cause to be a Director.

DIVIDENDS

33. A General Meeting declaring a dividend or bonus may by a subsequent Resolution authorise the Directors to apply the same or any part thereof in paying up the amount of any calls made and unpaid on any shares in respect of which the dividend is declared and the Directors may give effect to such Resolution accordingly but any member whose shares are fully paid up shall be entitled to be paid his proportion of the dividend in cash.

34. Where a notice is sent by post it shall be deemed to have been served at the time it would, in the ordinary course of post, have reached the addressee.

35. As regards those members who, having no registered address within the Tanganyika Territory, the Protectorate of Uganda and the Protectorate and Colony of Kenya have not supplied the Company with an address within the said Protectorate, Colony or Territory for the giving of notice to them, a notice posted up in the Registered Office of the Company shall be deemed to be well served on them at the expiration of 48 hours after being so posted up.

him also (b) every person entitled to a share in consequence of the death or insolvency of a member who, but for his death or insolvency, would be entitled to receive notice of the meeting. No other persons shall be entitled to receive notice of General Meetings.

RECONSTRUCTION

37. On any sale of the undertaking of the Company, the Directors or the Liquidators on a winding up may, if authorised by an extraordinary resolution, accept fully paid or partly paid up shares, debentures or securities of any other company, whether British, foreign or colonial either then existing or to be formed for the purchase in whole or in part of the property of the Company and the Directors (if the profits of the Company permit) or the Liquidators (on winding up) may distribute such shares or securities or any other property of the Company amongst the members without realisation or vest the same in trustees for them and by extraordinary resolution may provide for the distribution or appropriation of the cash shares or other securities, benefits or property otherwise than in accordance with the strict legal rights of members or contributories of the Company and for the valuation of any such securities or property at such price and in such manner as the meeting may approve and all holders of shares shall be bound to accept and shall be bound by any valuation or distribution so authorised and waive all rights in relation thereto, save only in case the Company is proposed to be or is in the course of being wound up, such statutory rights (if any) under Section 230 of the Companies Ordinance, 1931, as are incapable of being varied or excluded by these presents.

WINDING-UP

38. With the sanction of an Extraordinary Resolution of the shareholders, any part of the assets of the Company including any shares in other companies may be divided between the members of the Company in specie or may be vested in Trustees for the benefit of such members and the liquidation of the Company may be closed and the Company dissolved but so that no member shall be compelled to accept any shares whereon there is any liability.

39. Every Director, Manager or officer of the Company and any person (whether an officer of the Company or not) employed by the Company as Auditor shall be indemnified out of the funds of the Company against all liability incurred by him as such Director, Manager, officer or Auditor in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 345 of the Companies Ordinance, 1931, in which relief is granted to him by the Court.

Names, addresses and descriptions of subscribers.	No. of shares taken by each subscriber.
PRAHLAD SINGH GREWAL P.O. Box 28 Birkoba	one sd. P.S.P.
Gurmait Singh Grewal P.O. Box 28. Birkoba	one sd. P.S.P.
HARDARSHAN SINGH Grewal P.O. Box 1331 Lushkoti	one sd. H.S.P.

Dated this 21st day of July 1952.

Witness to the above signatures:—

sd. P. V. Phadke
 Advocate
 P.O. Box 291
 Kumbhara

sd. P. V. Phadke
 Advocate
 P.O. Box 291
 Kumbhara