

THE COMPANIES ACT No. 12 OF 2002

COMPANY LIMITED BY SHARES

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

HMCI PROPERTIES LIMITED

Incorporated this ____ day of _____, 2023

DRAWN BY:

**REX HOUSE
344 GHUBA ROAD | TOURE DRIVE
P.O. BOX 7495
DAR ES SALAAM, TANZANIA
Tel : +255 22 221 1180-8
E-mail : info@rexattorneys.co.tz**

THE COMPANIES ACT No. 12 OF 2002

COMPANY LIMITED BY SHARES

Memorandum of Association

of

HMCI PROPERTIES LIMITED

1. The name of the Company shall be **HMCI PROPERTIES LIMITED**.
2. The registered office of the Company will be situated on the mainland part of the United Republic of Tanzania.
3. The purposes and objectives for which the Company is established are:
 - 3.1 To carry on properties business of selling and buying, movable and Immovable properties.
 - 3.2 to carry on the business of builders, contractors, erectors, of buildings, houses, apartment structures, residential or industrial properties, offices, institutional and commercial or developers of co-operative housing societies, developers of housing schemes, townships, holiday resorts, hotels, motels and in particular preparing of building sites, constructing, reconstructing, erecting, altering, improving, enlarging, developing, decorating furnishing and maintaining of structures, flats, houses, factories, shops, offices, garages, warehouses, buildings, workshops, hospitals, godowns and other commercial and non-commercial properties;
 - 3.3 to purchases for development, houses, buildings, structures and other properties of any tenure and any interest thereto and purchase, sell and deal in freehold and leasehold land and in purchase, sell, lease, hire, exchange or otherwise deal in land and landed property whether real or personal and to turn the same into account as may seem expedient;
 - 3.4 to carry on business as developers of land buildings immovable properties and real estates by constructing, reconstructing, altering, improving, decorating, furnishing, and maintaining offices, flats, houses, factories warehouse, shops, wharves buildings works and conveniences and by consolidating, connecting and subdividing immovable properties and by leasing and disposing off the same;
 - 3.5 to carry on business of consultants, engineers, town planers, surveyors, property developers and allied subjects buildings, immovable properties and real estates by constructing, reconstructing, altering, improving, decorating, furnishing and maintaining offices, flats, houses, factories, warehouses, shops, buildings and by consolidating, connecting and subdividing immovable

- properties and by leasing and/or, disposing off the same;
- 3.6 to carry out the business of property developers, planners, and managers for all types of properties to be constructed, acquired and/or developed under the Company;
 - 3.7 to erect and construct buildings and to use, manage, furnish, convert, adopt and maintain all or any of the land, buildings and premises of the Company for the purposes of hotels, lodging and/or boarding houses, guest houses with any usual or necessary adjuncts and to carry on business as proprietors of flats and to let on lease or otherwise apartments therein and to provide for the tenants and occupiers thereof all or any of the conveniences commonly provided in hotels, clubs. lodging and/or boarding and/or guest houses;
 - 3.8 to administer, manage, land, building, bungalows and other properties colony or colonies whether belonging to the Company or not and to collect rents and income and to supply to tenants, occupiers and others refreshments attendants messengers, lights, waiting-rooms, reading rooms, meeting rooms, lavatories, laundries, convenience, electric stables and other advantages;
 - 3.9 to carry out the business of acquiring for own use or otherwise making available, technology manpower, plant and machineries, components raw materials and other incidental and allied equipment's;
 - 3.10 to carry or undertake the Real estate business (including but not limited to Acquire, lease, purchase, hire, exchange, joint venture, fitting and furnishing for lease of rental property, and erect, construction, rebuild, maintenance of buildings);
 - 3.11 to carry or undertake the merchant business including but not limited to general merchants, Importer, retail and wholesale of commodities of whatever description;
 - 3.12 to carry on information technology (IT) tools and electrical equipment including but not limited to laptops, CCTV, router, servers cables and wire, storage devices, security doors, scanning devices and the like;
 - 3.13 to borrow or raise or secure the payment of money for the purpose of the Company in such manner and on such terms as may seem expedient, and in particular by the issue of debentures or debenture stock whether perpetual or otherwise, and charged or not charged upon the whole or any part of the property of the Company, both present and future, including its uncalled capital;
 - 3.14 to do any other business which in the opinion of the Directors is either directly or indirectly related to the above objects or is calculated to enhance the profit of the company or otherwise;
 - 3.15 to acquire by purchase, lease or otherwise lands and properties or otherwise acquire rights of occupancy and generally to secure any tenure whatsoever, whether subject or not to any charges or encumbrances, and to hold or to sell, let or alienate, mortgage or otherwise deal with all or any

such lands;

- 3.16 to acquire real and personal property of any nature to be held or applied for all or any of the purposes of the Company;
- 3.17 to acquire whether on lease or by purchase for any estate interest or tenure whether in simple or freehold or leasehold or other tenancies., estates, houses or portion of houses buildings, lands or other hereditaments so as to build, restore, alter, enlarge maintain, furnish and endow campus business and recreation centres, banking facilities, bookshops, coffee bars, food stores, and any other facilities;
- 3.18 to apply for, purchase, or otherwise acquire and protect and renew in any part of the world any patents, patent rights, trade marks, designs, licences, concessions, and the like conferring any exclusive or non-exclusive or limited right to their use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the company; or acquisition of which may seem calculated directly or indirectly to benefit the company, and to use, exercise, develop, or grant licences in respect of, or otherwise turn to account the property, rights or information so acquired, and to expend money in experimenting upon, testing or improving and such patents, inventions or rights;
- 3.19 to acquire any such shares, stocks, debentures, debenture stock, scripts, bonds, notes, securities, obligations, funds or loans by original subscription, tender, purchase, participation in syndicates, exchange or otherwise, and to guarantee subscription thereof, and to exercise, and enforce all rights and powers conferred by or incidental to ownership thereof, and to vary and transpose from time to time as may be considered expedient any of the company's investments for the time being;
- 3.20 to acquire and take over the whole or any part of the business, property and liabilities of any company or person carrying on any business which the company is authorized to carry on, or possessed of any property or assets suitable for the purpose of the company;
- 3.21 to pay for any property or assets acquired by the company either in cash or fully or partly paid shares or by the issue of securities or obligations, or partly in one mode and partly in another and generally on such terms as may be determined;
- 3.22 to borrow or raise or secure the payment of money by bank overdrafts, by mortgage, or by the issue or debentures or debenture stock, perpetual or otherwise, or in such other manner as the company's property of assets, present and future, including its uncalled capital, and collaterally or further to secure any securities of the company by a trust deed or other assurance;
- 3.23 to establish or promote, or join in the establishment or promotion of, any other company whose objects, shall include the taking over of any of the assets and liabilities of the company or the promotion of which shall be calculated to advance its interests;




- 3.24 to amalgamate with any other company, whose objects are or include objects similar to those of the company;
- 3.25 to distribute any of the company's property or assets among the members in specie;
- 3.26 to deal in any matter with contracts of hire purchase, sale with suspensive condition, lease of moveable or immovable property with or without option to purchase, contracts providing for deferred payment, chattel mortgages, or other evidence of indebtedness, to acquire such contracts or rights thereunder, to discount the same and lend money upon the security thereof;
- 3.27 to purchase, sell, exchange, lease or otherwise acquire or dispose of in the name of the Company moveable or immovable property of all kinds and any rights, concessions or privileges related thereto which are directly related to the business of the Company, and to deal with the whole or any part of such property or rights;
- 3.28 to erect, construct, build, improve, maintain, equip, pull down and remove, manage and superintend any buildings, offices, commercial or residential properties or other works and conveniences which are directly related to the business of the Company or indirectly enhance the value of or render profitable the Company's property and business, or to subsidise or finance the same;
- 3.29 to establish and support or aid in the establishment of associations, institutions, funds, trusts to benefit employees or ex-employees of the Company or the dependants or connections of such persons or any other persons as the Company shall think fit, and to grant pensions and allowances, and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public or useful objects, and to make such payments, whether gratuitous or otherwise, to such persons as the Company shall think fit;
- 3.30 to pay out of the funds of the Company all expenses of and incidental to the formation and registration of the Company;
- 3.31 to distribute among the Members in specie any property of the Company or any proceeds of sale or disposal of any property of the Company but so that no distribution amounting to reduction of the capital of the Company be made except with the sanction (if any) for the time being required by law;
- 3.32 to purchase, take on lease or otherwise acquire for the purposes of the Company any estates, lands, buildings, easements or other interest in real estate and to sell, let on lease or otherwise dispose of or grant rights over any real property belonging to the Company;
- 3.33 to apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Republic of Tanzania or elsewhere any patents, patent rights, brevet d'invention, licences, secret processes, trademarks, designs, protections and concessions and to disclaim, alter,

modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the company may acquire or propose to acquire;

- 3.34 to apply for, purchase, or otherwise acquire and protect and renew in any part of the world any patents, patent rights, trade marks, designs, licences, concessions, and the like conferring any exclusive or non-exclusive or limited right to their use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the company; or acquisition of which may seem calculated directly or indirectly to benefit the company, and to use, exercise, develop, or grant licences in respect of, or otherwise turn to account the property, rights or information so acquired, and to expend money in experimenting upon, testing or improving such patents, inventions or rights;
- 3.35 to borrow or raise or secure the payment of money by lending institutions, or by the issue of debentures or debenture stock, perpetual or otherwise, or in such other manner on the company's property or assets, present and future, including its uncalled capital, and to provide collateral or further to secure any securities of the company by a trust deed or other assurance;
- 3.36 to amalgamate with any other company, whose objects are or include objects similar to those of the company;
- 3.37 to distribute any of the company's property or assets among the members in specie;
- 3.38 to do all or any of the above acts or things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, subcontractors, trustees or otherwise, and to do all such things as are incidental or conducive to the above objects or any of them, and so that the objects specified in each paragraph of this clause shall be in no way limited by reference to any other paragraph, or to the name of the Company, and so that the authorisation or ratification or the Company in favour of the carrying on or transacting of any particular undertaking or business shall be conclusive that the same is within the powers hereby given.
- 3.39 to do all such acts and things as are incidental or conducive to the attainment of the above purposes. it is hereby declared that the word "company" except where used in reference to the company shall be deemed to include any partnership, or other body of persons whether incorporated and whether not existing or hereinafter to be formed;
- 3.40 as is furthermore expressly declared that the intention is that the objects set forth in each of the foregoing paragraphs of this clause shall be construed in the most liberal way and shall in no way be limited or restricted by reference to any other paragraph or by any inference drawn from the terms of any other paragraph.

4. The liability of the members is limited.
5. The authorized share capital of the Company at the date of registration of this Memorandum of Association is **Tanzania Shillings One Billion Only (TZS 1,000,000,000), Divided into Ten Thousand (10,000) ordinary shares each share is worth Tanzania Shillings One Hundred Thousands (100,000)** , with power for the Company to increase or reduce such capital in accordance to the Companies Act, and to divide the shares in the capital for the time being, whether original or increased, in different classes and to attach thereto respectively, any preferential, deferred, qualified or special rights, privileges or conditions and so that, unless the conditions of issue shall otherwise expressly declare, every issue of shares, whether preference or otherwise, or any such rights, privileges or conditions, shall not be altered or modified, except in accordance with the Articles of Association registered herewith.

We, the several persons or companies whose names, addresses and descriptions are subscribed, desire to form a company in pursuance of this Memorandum of Association and we respectively agree to take the number(s) of shares in the capital of the Company set opposite our respective names.

DATED this 21 st March, 2023.		
Name and Address	Shares Held	Signature
AHMED HUSSEIN CHWAYA, P.O BOX 70203, 8 TWIGA STREET, DAR ES SALAAM.	7000	
ROSEMARY SHARIFF MAAJAR, P.O BOX 1113, BAHAMAS STREET, DAR ES SALAAM.	3000	
WITNESS TO THE ABOVE SIGNATURES: this <u>21st March, 2023</u>		
I confirm that the above-named Shareholders signatory is known to me <u>personally</u> /identified to me by <u>ROSEMARY S. MAAJAR</u> the latter being known to me personally this <u>21.03.2023</u> , 2023		
Name:	<u>IDDU JUMA KASSI</u>	
Signature:		
Address:	<u>P.O BOX 7495, DSM</u>	
Qualification:	Advocate/Commissioner for Oaths	



THE COMPANIES ACT No. 12 OF 2002

PRIVATE COMPANY LIMITED BY SHARES

Articles of Association

Of

HMCI PROPERTIES LIMITED

1. The regulations in Part II Table "A" in the First Schedule to the Companies Act, shall not apply to the Company.
2. In these Articles, if not inconsistent with the subject or context, 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	MEANINGS
“Act”	The Companies Act, No. 12 of 2002, and every other enactment for the time being in force concerning companies and affecting the Company.
“Dividend”	Dividend and/or bonus.
“Month”	Calendar month.
“Office”	The Registered Office of the Company.
“Articles”	These Articles of Association, as now framed, or as from time to time altered by the Company in General Meeting.
“Writing”	Unless the contrary intention appears, " writing " shall be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form.

“Year” Calendar year.

The expressions "**Debenture**" and "**Debenture holder**" shall include "**Debenture Stock**" and "**Debenture Stockholder**", and the expression "**Secretary**" shall include a temporary or assistant Secretary and any person appointed by the Directors to perform any of the duties of the Secretary.

Save as aforesaid, capitalized terms or expressions not defined herein shall have the meaning given to such term in the Act unless such interpretation would be clearly inconsistent with the subject or context hereunder.

The marginal notes are inserted for convenience only and shall not affect the construction of these Articles.

Words importing the singular number only shall include the plural and the converse shall also apply.

Words importing males shall include females.

Reference is made to that certain Shareholders Agreement between the Members dated as of the same date hereof, as may be amended from time to time in accordance with the provisions thereof (the “Shareholders Agreement”). In the event of a conflict or inconsistency between the Shareholders Agreement and these Articles, the terms and conditions of the Shareholders Agreement shall take precedence and shall be given effect accordingly.

**Shareholders
Agreement**

3. The Company is a private company and accordingly:

Private Company

- (a) the right to transfer shares is restricted in manner hereinafter prescribed;
- (b) the members of the company (exclusive of persons who are in the employment of the Company) is limited to fifty, PROVIDED THAT, where two or more persons hold one or more shares in the Company jointly, they shall, for the purpose of this Article, be treated as a single member;
- (c) any invitation to the public to subscribe for any shares or debentures of the company is prohibited;
- (d) the Company shall not have power to issue share warrants to bearer.

SHARE CAPITAL

4. The Share Capital of the Company at the date of registration of these Articles is **Tanzania Shillings One Billion Only (TZS 1,000,000,000), divided into Ten Thousand (10,000) ordinary shares of Tanzania Shillings One Hundred Thousands (100,000) for each.** **Share Capital**

LOANS BY THE COMPANY

5. No part of the funds of the Company shall be employed in the purchase of or in loans upon the security of the Company's shares. The Company shall not, except as authorized by the Act, give any financial assistance for the purpose of or in connection with any purchase of share in the Company. **Company's own shares not to be purchased**

RIGHTS OF SHAREHOLDERS

6. Without prejudice to any special rights previously conferred on the holders of any shares or class of shares already issued (which special rights shall not be modified or abrogated except with such consent or sanction as is provided by Article 7 below, any share in the Company (whether forming part of the original capital or not) may be issued with such preferred, deferred or other special rights, or such restrictions, whether in regard to dividend, return of capital, voting or otherwise, as the Company may from time to time by ordinary resolution determine, and subject to the provisions of the Act, the Company may issue Preference Shares which are, or which at the option of the Company are to be, liable to be redeemed. **Issue of shares subject to special conditions**

MODIFICATION OF RIGHTS

7. Whenever the capital of the Company is divided into different classes of shares, the special rights attached to any class may, subject to the provisions of the Act, be modified or abrogated, either with the consent in writing of the holders of three-fourths of the issued shares of the class, or with the sanction of a Special Resolution passed at a separate General Meeting of the holders of three-fourths of the issued shares of the class (but not otherwise), and may be so modified or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up. To every such separate General Meeting all the provisions of these Articles relating to General Meetings of the Company or to the proceedings thereat, shall *mutatis mutandis*, apply, except that the necessary quorum shall be two persons at least holding or representing by proxy one-half in nominal amount of the issued shares of the class (but so **How rights of shares may be modified**

that if at any adjourned meeting of such holders a quorum as above defined is not present, those Members who are present shall be a quorum), and that the holders of shares of the class shall, on a poll, have one vote in respect of each share of the class held by them respectively.

SHARES

8. Subject to the provisions of Article 38 and any shareholders agreement in existence at the time of the issuance of the shares, unissued shares shall be at the disposal of the Directors, and they may allot, grant options over, or otherwise dispose of them to such persons, at such times, and on such terms as they think proper, but so that no shares shall be issued at a discount, except in accordance with the Act. **Unissued shares at the disposal of Directors**
9. Shares may be held in the Company in trust for beneficial owner. **Trustee shares**

CERTIFICATES

10. Every person whose name is entered as a Member in the Register of Members shall be entitled without payment to receive within two months after allotment or lodgment of transfer (or within such other period as the conditions of issue shall provide) one certificate for all his shares of any one class or several certificates each for one or more of his shares upon payment of such sum, as the Directors shall from time to time determine. Every certificate shall be issued under the Seal. The certificate shall specify the shares or securities to which it relates and the amount paid up thereon. Provided that the Company shall not be bound to register more than three persons as the joint holders of any shares (except in the case of executors or trustees of a deceased Member), and, in case of a share or shares held jointly by several persons, the Company shall not be bound to issue more than one certificate therefore, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all such holders. **Issue of Certificates**
11. If a share certificate be worn out, defaced, lost or destroyed, it may be renewed on payment of such fee (if any) and on such terms (if any) as to evidence, indemnity and the payment of out-of pocket expenses of the Company for investigating evidence, as the Directors think fit. **Renewal of Certificates**

LIEN

12. The Company shall have a first and paramount lien on every shares for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such share; and the Company shall also have a first and paramount lien and charge on all shares (including fully paid shares) standing registered in the name of each Member (whether solely or jointly with others) for all the debts and liabilities of such Member or his estate to the Company and that whether the same shall have been incurred before or after notice to the Company of any equitable or other interest in any person other than such Member, and whether the period for the payment or discharge or the same shall have actually arrived or not and notwithstanding that the same are joint debts or liabilities of such Member or his estate and any other person, whether a Member of the Company or not. The Company's lien (if any) on a share shall extend to all dividends payable thereon but the Directors may at any time declare any share to be exempt wholly or partially from the provisions of this Article. **Company's lien**
13. The Company may sell, in such manner as the Directors think fit, any share on which the Company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing, stating and demanding payment of the sum presently payable, and giving notice of intention to sell in default, shall have been given to the holder for the time being of the share or the person entitled by reason of his death or bankruptcy to the shares. For giving effect to any such sale, the Directors may authorize some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in such transfer, and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale. **Sale of shares subject to lien**
14. The net proceeds of such sale after payment of the costs of such sale shall be applied in or towards payment or satisfaction of the debt or liability in respect whereof the lien exists, so far as the same is presently payable and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the time of the sale. **Application of proceeds of such sale**

CALLS ON SHARES

15. The Directors may from time to time make calls upon the Members in respect of any moneys (whether on account of the amount of the shares or by way of premium) unpaid on their shares, provided that (except as otherwise fixed by the conditions of application or allotment) no call on any shares shall exceed one-fourth of the nominal amount of the share or be payable at less than fourteen days from the last call, and each Member shall (subject to receiving at least fourteen days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the Directors may determine. **Calls**
16. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing the call was passed. A call may be made payable by instalments. **Time when made**
17. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof. **Liability of joint holders**
18. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate not exceeding ten per cent (10%) per annum, as the Directors may determine, but the Directors shall be at liberty to waive payment of such interest wholly or in part. **Interest on calls**
19. Any sum which by the terms of issue of a share becomes payable upon allotment or at any fixed date, whether on account of the amount of the shares or by way of premium, shall for all the purposes of these Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified. **Sums due on allotment to be treated as calls**
20. 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 times of payment. **Power to differentiate**
21. The Directors may, if they think fit, receive from any Member willing to advance the same, all or any part of the moneys unpaid upon the shares held **Payment of calls in**

by him beyond the sums actually called up thereon as a payment in advance of calls and such payment in advance of calls shall extinguish, so far as the same shall extend, the liability upon the shares in respect of which it is advanced, and upon the moneys so received, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which it has been received the Company may pay interest at such rate as the Member paying such sum and the Directors agree upon. **advance**

TRANSFER OF SHARES

22. (a) Subject to the restrictions of these Articles or the Shareholders Agreement, all transfers of shares may be effected by transfer in writing in the usual common form or in any other form in writing under hand approved by the Directors. **Form of transfer**

(b) The instrument of transfer of a share shall be in writing and shall be signed by or on behalf of the transferor and 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, provided that the Directors may dispense with the execution of the instrument of transfer by the transferee in any case in which they think fit in their discretion so to do. **Execution**

23. The Directors may, subject to compliance with the requirements of the Act as to advertisement, suspend the registration of transfers at such time and for such periods as they may from time to time determine, but so that such registration shall not be suspended for more than Thirty days in any year. **Director's refusal to register, and closing register**

24. All instruments of transfer which shall be registered shall be retained by the Company but any instrument of transfer which the Directors may decline to register shall on demand be returned to the person depositing it with the Company. **Custody of instruments of transfer**

The Directors may decline to recognise any instrument of transfer unless:

(a) Such fee, as the Directors may from time to time require, is paid to the Company in respect thereof; and

(b) The instrument of transfer is deposited at the Office or such other place as the Director may appoint, accompanied by the certificate of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor

to make the transfer.

TRANSMISSION OF SHARES

25. In 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 estate of a deceased holder (whether sole or joint) from any liability in respect of any share solely or jointly held by him. **Transmission on death**
26. Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member may, upon such evidence as to his title being produced as may from time to time be required by the Directors, and subject as hereinafter provided, either be registered himself as holder of the share or elect to have some person nominated by him registered as the transferee thereof. **Registration of Execution and Trustees in Bankruptcy**
27. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have his nominee registered, he shall testify his election by executing to his nominee a transfer of such share. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfer of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer executed by such Member. **Notice of Election to be registered and registration of nominee**
28. A person becoming entitled to a share in consequence of the death or bankruptcy of a Member shall be entitled to receive and may give a discharge for all dividends and other moneys payable in respect of the shares, but he shall not be entitled to receive notice of or to attend or vote at meetings of the Company or, save as aforesaid, to any of the rights or privileges of a Member until he shall have become a Member in respect of the share, and should he fail either to transfer the share or to elect to be registered as a Member in respect thereof within sixty days of being required so to do by the Directors, he shall in the case of shares which are fully paid up be deemed to have elected to be registered as a Member in respect thereof, and may be registered accordingly. **Right of unregistered executors and trustee**

FORFEITURE OF SHARES

29. If a Member fails to pay the whole or any part of any call or instalment of a call on the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of such call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued and all expenses which may have been incurred by the Company by reason of such non-payment. **Notice requiring payment of Calls**
30. The notice shall name a further day (not being less than seven days from the date of the notice) on or before which and the place where the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time and at the place appointed the shares in respect of which the call was made will be liable to be forfeited. **Notice to state time and place for payment**
31. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls and interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before forfeiture. **Forfeiture on non-compliance with notice**
32. When any share has been forfeited in accordance with these Articles, notice of the forfeiture shall forthwith be given to the holder of the share, or 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 entry of the shares; but no forfeiture shall be in any manner invalidated by any accidental omission or neglect to give such notice or to make such entry as aforesaid. **Notice after forfeiture**
33. A forfeited share shall become the property of the Company and 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 at any time before a sale, re-allotment or disposition, the forfeiture may be cancelled on such terms as the Directors think fit. The Directors may if necessary, authorise some person to transfer a forfeited share to any such other person as aforesaid. **Sale of forfeited shares**

34. A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all moneys which, at the date of the forfeiture, were payable by him to the Company in respect of the shares, with interest thereon as shall be determined by the Directors from the date of forfeiture until payment, but the Directors may waive payment of such interest either wholly or in part and the Directors may enforce payment without any allowance for the value of the shares at the time of forfeiture. **Rights and liabilities of Members whose shares have been forfeited**
35. A statutory declaration in writing that the declarant is a Director or the Secretary of the Company, and that a share has been duly forfeited on the date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share, and such declaration and the receipt of the Company for the consideration (if any) given for the share on the sale, re-allotment or disposal thereof together with the certificate of proprietorship of the share under seal delivered to a purchaser or allottee thereof shall (subject to the execution of a transfer if the same be required) constitute a good title to the share, and the person to whom the share is sold, reallocated or disposed of, shall be registered as the holder of the share and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the share. **Title to forfeited shares**

INCREASE OF CAPITAL

36. The Company may from time to time by Ordinary Resolution increase its share capital by such sum to be divided into shares of such amount as the resolution shall prescribe. **Power to increase capital**
37. The Company may by Ordinary Resolution direct that new shares, or any of them shall be offered in the first instance, either at par or at a premium, to the then Members or to the holders of any class of shares for the time being, in proportion to the number of shares or shares of the class or group held by them respectively, or make any other provisions as to the issue of the new shares. **Allotment of new shares**
38. All new shares shall be subject to the provisions of these Articles with reference to payment of calls, lien, transfer, transmission, forfeiture and otherwise and, unless otherwise provided in accordance with the powers contained in these Articles, shall be Ordinary Shares. **Right and liabilities attached to new shares**

ALTERATIONS OF CAPITAL

39. The Company may by Ordinary Resolution:
- (a) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares. **Power to consolidate shares**
 - (b) Cancel any shares, which, at the date of the passing of the resolution, have not been taken, or agreed to be taken by any person, and diminish the amount of its capital by the amount of the shares so cancelled. **Power to cancel shares**
 - (c) Sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association (subject, nevertheless, to the provisions of the Act), and so that the resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may have any such preferred or other special rights over, or may have such deferred rights, or be subject to any such restrictions as compared with the others as the Company has power to attach to unissued or new shares. **Power to sub-divide shares**
- And may by Special Resolution:
- (d) Reduce its capital, any capital redemption reserve fund, or any share premium account in any manner authorised by the Act. **Power to reduce capital**
40. The Company may by Ordinary Resolution convert any paid-up shares into stock, and reconvert any stock into paid-up shares of any denomination. **Conversion into stock**
41. The holders of stock may transfer the same, or any part thereof in the same manner, and subject to the same regulations as and subject to which the shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances admit; and the Directors may from time to time fix the minimum amount of stock transferable but so that such minimum shall not exceed the nominal amount of the shares from which the stock arose. **Rights of stockholders to transfer stock**
42. The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company and other matters as if they held the shares from which the stock arose, but no such privileges or advantage (except participation in the dividends and profits of the Company and in the assets on

winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

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

Application of certain regulations to stock and stockholders

GENERAL MEETINGS

44. (a) A General Meeting of the Members shall be held as the Annual General Meeting once in every year, at such time (within a period of not more than fifteen months after the holding of the last preceding Annual General Meeting) and place as may be determined by the Directors. The General Meetings referred to in this Article shall be called "Annual General Meetings". All General Meetings other than Annual General Meetings shall be called "Extraordinary Meetings".

Annual General Meeting

- (b) All General Meetings and Extraordinary Meetings may be held by video conference, provided that such video conferencing enables all persons participating in that meeting to communicate concurrently with each other and without an intermediary, and to participate reasonably effectively in the meeting. A person so participating shall be deemed present in person at the meeting and shall be entitled to vote and be counted in the quorum.

Meetings via video Teleconference

- (c) Subject to the provisions of the Act, a resolution in writing signed (including by electronic signature) by or on behalf of all the shareholders for the time being entitled to receive notice of and to attend and vote at general meetings 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 two or more documents in like form each signed (including by electronic signature) by or on behalf of one or more of the shareholders.

Members resolution in writing

45. The Directors may call an Extraordinary Meeting whenever they think fit and shall, on requisition in accordance with the Act, proceed to convene an Extraordinary Meeting as required by the Act. In the case of Extraordinary General Meeting called in pursuance of a requisition, unless such meeting shall have been called by the Directors, no business other than that stated in the requisition as the objects of the meeting shall be transacted.

Extraordinary Meetings

NOTICE OF GENERAL MEETINGS

46. All meetings of Members shall be called with no less than ten days' advance written notice. The notice shall specify the place, the day, and the hour of meeting, and in case of special business, the general nature of such business and shall be given in manner hereinafter mentioned to such persons as are, under the provisions herein contained, entitled to receive notices from the Company. With the consent in writing of all Members entitled to receive notices from the Company, a meeting may be convened by a shorter notice and in such manner as such Members may think fit.

Notice of General Meetings required

PROCEEDINGS AT GENERAL MEETINGS

47. All business shall be deemed special that is transacted at an Extraordinary Meeting, and also all business that is transacted at an Annual General Meeting, with the exception of declaring dividends, the reading and consideration of the accounts and balance sheet and the ordinary reports of the Directors and documents required to be annexed to the balance sheet, the election of directors and appointment of Auditors and other officers in the place of those retiring by rotation or otherwise, the fixing of the remuneration of the Auditors and the voting of remuneration or extra remuneration to the Directors.
48. Any person entitled to be present and vote at a meeting may submit any resolution or amendment to the meeting, provided that at least five and not more than fourteen clear days before the day appointed for the meeting he shall have served upon the Company a notice in writing signed by him (including by way of electronic signature), containing the proposed resolution or amendment and stating his intention to submit the same.
49. Upon receipt of any such notice as in the last proceeding Article mentioned, the Secretary shall include in the notice of the meeting in any case where the notice of intention is received before the notice of the meeting is issued, and shall in any other case issue as quickly as possible to the Members notice that such resolution or amendments will be proposed. Any resolution or amendment of which such notice has not been given shall in the case of a resolution and may in the case of an amendment be ruled out of order, and the ruling of the Chairman shall be conclusive.

Special business

Notice of resolutions and amendments by Members

Issue of such notice

50. No business shall be transacted at any General Meeting unless a quorum is present. Except as otherwise provided herein, all the shareholders being present in person or by proxy shall constitute a quorum for business to be transacted at any General Meeting. **Quorum**
51. If within half an hour from the time appointed for the 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 other day and at such other time and place as the Directors may determine, and if at such adjourned meeting a quorum is not present within fifteen minutes from the time appointed for holding the meeting, the Members present in person or by proxy shall be a quorum. **Adjournment if quorum not present**
52. The Chairman of the Board of Directors if any shall preside as Chairman at every General Meeting of the Company. If at any meeting the Chairman is not present within fifteen minutes after the time appointed for holding the meeting, or be unwilling to act as Chairman, the Members present shall choose some Director, or if no Director be present, or if all the Directors present decline to take the chair, they shall choose some Member present to be Chairman. **Chairman**
53. The Chairman may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. When a meeting is adjourned for fourteen days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting. **Election of Chairman**
54. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman or by at least two Members present in person or by proxy and entitled to vote, or by a Member or Members entitled either by reason of their own holding or as representatives or as proxies, to cast one-tenth or more of the votes which could be cast in respect of that resolution if all persons entitled to vote thereon were present at the meeting. Unless a poll is so demanded, a declaration by the Chairman that a resolution has been carried, or carried unanimously, or by **Adjournments**
- Notice of adjournments**
- Method of Voting**

a particular majority, or lost, or not carried, and an entry to that effect in the minute book shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

Demand of poll

55. If any votes shall be counted which ought not to have been counted, or might have been rejected, the error shall not vitiate the resolution unless the same be pointed out at the same meeting, or at any adjournment thereof, and not in that case unless it shall in the opinion of the Chairman of the meeting be of sufficient magnitude to vitiate the resolution.

Votes counted in error

56. If a poll is dully demanded, it shall be taken at such time and in such manner (including the use of ballot or voting papers or tickets) as the Chairman may direct, and the result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The Chairman may in the event of a poll, appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll. The demand for a poll may with the consent of the Chairman of the meeting be withdrawn.

How poll to be taken

57. Subject to the Shareholders Agreement, in the case of an equality of votes, on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.

Chairman's casting vote

58. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. No notice need be given of a poll not taken immediately.

Time for taking a poll

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

Continuance of business after demand a poll

VOTES OF MEMBERS

60. Subject to any special rights or restrictions as to voting attached by or in accordance with these Articles to any class of shares, on a show of hands every Member who is present in person shall have one vote and on a poll every member who is present in person or by proxy shall have one vote for every share of which he is the holder.

Voting rights of Members

61. In the case of joint holders of a share, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the Register of Members. **Voting rights of joint holders**
62. A Member of unsound mind, or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, curator bonis, or other person in the nature of a committee or curator bonis appointed by such Court, and such committee, curator bonis or other person may on a poll vote by proxy, provided that such evidence as the Directors may require of the authority of the person claiming to vote shall have been deposited at the Office not less than three days before the time for holding the meeting. **Voting Rights of lunatic Members**
63. No Member shall, unless the Directors otherwise determine, be entitled to vote at a General Meeting either personally or by proxy, or to exercise any privilege as a Member unless all calls or other sums presently payable by him in respect of shares in the Company have been paid. **No right to vote where a call is unpaid**
64. No objection shall be raised to the qualifications of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting whose decision shall be final and conclusive. **Objections**
65. 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 corporation may vote on a show of hands. A proxy need not be a Member of the Company. **Votes on a poll**
66. Any corporation which is a Member of the Company may, by resolution of its directors or other governing body, authorise any person to act as its representative at any meeting of the Company or of any class of members of the Company, and such representative shall be entitled to exercise the same powers on behalf of the corporation which he represent as if he had been an individual shareholder, including power, when personally present, to vote on a show of hands. **Voting of corporation**
67. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorized in writing, or if the appointer is a **Execution of proxies**

corporation either under the common seal or under the hand of an officer or attorney so authorized.

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

Deposit of proxies

69. An instrument of proxy may be in the usual common form or in such other form as the Directors shall prescribe. The proxy shall be deemed to include the right to demand, or join in demanding, a poll, and shall (except and to the extent to which the proxy is specially directed to vote for or against any proposal) include power generally to act at the meeting for the Member giving the proxy. A proxy, whether in the usual or common form or not shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates, and need not be witnessed.

Form of proxies

70. A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal or revocation of the proxy, or of the authority under which the proxy was executed, or the transfer of the share in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used.

Intervening death or insanity of principal not to revoke proxy

DIRECTORS

71. Unless and until otherwise determined by the Company in a General Meeting the Directors shall not be less than **two** nor more than **ten** in number. The first directors of the Company shall be:

- 1. AHMED HUSSEIN CHWAYA**
- 2. ROSEMARY SHARIFF MAAJAR**

Number of Directors

72. The Directors shall receive no remuneration for their services.

Remuneration of Directors

73. Any Director who serves on any committee or who devotes special attention to the business of the Company or who otherwise performs services which, by the determination of the Board, are outside the scope of the ordinary duties of a Director, may be paid such remuneration by way of salary, percentage of profits or otherwise as the Board may determine, which shall be charged as part of the Company's ordinary working expenses. **Extra remuneration**
74. The office of a Director shall be vacated in any of the following events, namely: **Vacation of office of Directors**
- (a) If (not being an Executive Director holding office as such for a fixed term) he resigns his office by writing under his hand left at the Office.
 - (b) If he has a receiving order made against him or compounds with his creditors.
 - (c) If he be found lunatic or of unsound mind.
 - (d) If he be absent from meetings of the Directors for six months without leave and the Directors resolve that, because of such absence, his office be vacated.
 - (e) If he be removed from office pursuant to Article 82.
75. A Director may hold any other office or place of profit under the Company (other than the office of Auditor) and may act in a professional capacity for the Company in conjunction with his office of Director, on such terms as to remuneration and otherwise as the Board may determine, and no Director or intending Director shall be disqualified by his office from contracting with the Company, either with regard to his tenure of any such other office or place of profit, or as vendor, purchaser or otherwise, nor shall any such contract, or any contract arrangement entered into by or on behalf of the Company in which any Director is in any way interested be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office, or of the fiduciary relating thereby established, provided that the nature of the interest of the Director in such contract or proposed contract or arrangement be declared at the meeting of the Directors at which the question is first taken into consideration if his interest then exists. **Power of Directors to hold offices of profit and to contract with Company**
76. Unless otherwise determined by the Members by ordinary resolution, the Directors shall elect from amongst their own body, a Chairman of the Board **Chairman**

of Directors, on such terms and for such period (subject always to the provisions of these Articles) and any Shareholders Agreement.

- | | |
|---|---|
| 77. Subject to any provisions to the contrary contained in the Act or in these Articles, the Directors may entrust to and confer upon the Chairman and upon a Director holding any such executive office as aforesaid any of the powers exercisable by them as Directors upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any such powers. | Powers of Chairman and Executive Directors |
| 78. The Company in General Meeting may from time to time increase or reduce the number of Directors. | Power to increase number of Directors |
| 79. The Directors shall by a resolution of the Board have power at any time, and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Board, but so that the total number of Directors shall not at any time exceed the maximum number fixed by or in accordance with these Articles. | Power to fill casual vacancies and to appoint additional Directors |
| 80. The shareholders may by an extraordinary resolution remove any Director before the expiration of his period of office, and may appoint another person in his stead. | Removal of Directors |

POWERS OF DIRECTORS

- | | |
|---|--|
| 81. The business of the Company shall be managed by the Directors in accordance with the decision rules of Article 91(a) of these Articles, who may exercise all such powers of the Company as are not by the Act or by these Articles required to be exercised by the Company in the General Meeting, subject nevertheless to any regulations of these Articles, to the provisions of the Act, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by Special Resolution of the Company. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Article. | General power of Directors to manage Company's business |
| 82. The Directors may arrange that any branch of the business carried on by the Company or any other business in which the Company may be interested shall be carried on by or through one or more subsidiary companies, and they may on behalf of the Company make such arrangements as they think advisable for taking the profits or bearing the losses of any branch or | Organization of subsidiary companies |

business so carried on or financing, assisting or subsidizing any such subsidiary company or guaranteeing its contracts, obligations or liabilities and they may appoint, remove and re-appoint any persons (whether members of their own body or not) to act as directors, executive Directors or managers of any such company or any other company in which the Company may be interested, and may determine the remuneration (whether by way of salary, commission on profits or otherwise) of any person so appointed, and any Directors of this Company may retain any remuneration so payable to them.

83. The Directors may from time to time and at any time, by power of attorney appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit.

Power to appoint attorneys

84. The Company may exercise the powers conferred by the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors.

Power to have a seal for use abroad

BORROWING POWERS

85. The Directors may raise or borrow for the purposes of the Company's business such sum or sums of money as they may in their absolute discretion think fit. The Directors may secure the repayment or raise any such sums as aforesaid by legal or equitable Mortgage or charge upon the whole or any part of the property and assets of the Company, present and future, or by the issue at such price as they may think fit, of debentures and debenture stock either charged upon the whole or any part of the property and the assets of the Company or not so charged, or in such other way as the Directors may think expedient.

Power to borrow and to give security

86. Subject to the provisions of Article 77 of these Articles, a Director of the Company may be or become a director or other officer of, or otherwise interested in, any company including but not limited to any company promoted by the Company or in which the Company may be interested as shareholder or otherwise, and no such Director shall be accountable for any remuneration or other benefits received by him as director or officer of, or from his interest in such other company. The Board may also exercise the

Holding of concurrent office

voting power conferred by the shares in favour of any resolution appointing it or any of its number, directors or officers of such other company. Furthermore, any Director of the Company may vote in favour of the exercise of such voting rights in manner aforesaid notwithstanding that he may be or be about to become a director or officer of such other company and as such or in any other manner is or may be interested in the exercise of such voting rights in a manner aforesaid.

87. All cheques, promissory notes, bills of exchange, and other negotiable or transferable instruments and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.

Signature of cheques and bills

PROCEEDINGS OF DIRECTORS

88. (a) The Directors may meet together for dispatch of business adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be determined by a majority of votes; the Chairman shall not have a second or casting vote. Any provision in these Articles of Association referring to a determination, decision, and power or similar by “the Directors” shall mean as determined by the Directors in accordance with the aforementioned decision rule. A Director may, and the Secretary on the requisition of a Director shall, at any time, summon a meeting of the Directors.

Board Meetings

- (b) Any or all of the Directors or any members of a committee or sub-committee of the Board may participate in a meeting of the Board or that committee or sub-committee by means of a conference telephone, video conferencing or any communication equipment, which allows all persons participating in the meeting to hear and speak to each other. A person so participating shall be deemed present in person at the meeting and shall be entitled to vote and be counted in the quorum. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or if there is no such group, where the chairman of the meeting is present.

Votes

Telephone or video conference

89. The quorum necessary for the transaction of the business of the Directors may be fixed by the Directors, and unless so fixed at any other number shall be **two**, PROVIDED that, quorum shall not be achieved, if matters to be discussed at the meeting include matters that may adversely affect the interests

Quorum

of the Local Company or the interests of a director nominated by the Local Company

90. The continuing Directors may act notwithstanding any vacancies in the Board, but if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these Articles, the continuing Directors or Director may act for the purpose of filling up vacancies in the Board or of summoning General Meetings of the Company, but not for any other purpose. If there be no Directors or Director able or willing to act, then any shareholder may summon a General Meeting of shareholders for the purpose of appointing Directors. **Proceedings in case of vacancies**
91. The Chairman of the Board shall preside at all meetings of the Board. If at any meeting the Chairman shall be not present within fifteen minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting. **Chairman**
92. A resolution in writing, signed by a majority of the Directors for the time being, shall be effective as a resolution passed at a meeting of the Directors duly convened and held, and may consist of several documents in the like form, each signed by one or more of the Directors. **Resolutions in writing**
93. A meeting of the Directors for the time being, at which a quorum is present, shall be competent to exercise all powers and discretion for the time being exercisable by the Directors. **Powers of meeting at which a quorum is present**
94. Without prejudice and in addition to the Provisions of Article 83, the Directors may delegate any of their powers to committees consisting of such number of members of their body as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on them by the Directors. **Power to appoint committees**
95. The meetings and proceedings of any such committee, consisting of two or more members, shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Directors, so far as the same are applicable and are not superseded by any regulations made by the Directors under the last preceding Article. **Proceedings at committee meetings**
96. All acts done by any meeting of Directors, or of a committee of Directors, or by any person acting as a Director, shall as regards all persons dealing in good faith with the Company, notwithstanding that there was some defect in the **Validity of acts of Directors in spite of some formal defect**

appointment of any such Director, or person acting as aforesaid, or that they or any of them were disqualified, or had vacated office or were not entitled to vote, be as valid as if every such person had been duly appointed, and was qualified and had continued to be a Director and had been entitled to vote.

ALTERNATE DIRECTORS

97. Any Director may at any time appoint any person approved by the Board to be an Alternate Director of the Company and may at any time remove any Alternate Director so appointed by him from office. An Alternate Director so appointed shall not be entitled to receive any remuneration from the Company or to appoint an Alternate, but shall otherwise be subject to the provisions of these Articles with regard to Directors. An alternate Director shall be entitled to receive notices of all meetings of the Board, and to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present, and generally to perform all the functions of his appointer as a Director in the absence of such appointer. An Alternate shall ipso facto cease to be an Alternate Director if his appointer ceases for any reason to be a Director. All appointments and removals of Alternate Directors shall be effected by writing under the hand of the Director making or revoking such appointment left at the office.

Provisions for appointing and removing Alternate Directors

MINUTES

98. The Directors shall cause proper minutes to be made in books to be provided for the purpose of all appointments of officers made by the Directors, of the proceedings of all meetings of Directors and committees of Directors and of the attendances thereat, and of the proceedings of all meetings of the Company and all business transacted, resolutions passed and orders made at such meetings, and any such minute of such meetings if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting of the Company or Directors or committee, as the case may be, shall be sufficient evidence without any further proof of the facts therein stated.

Records of appointments and proceedings to be kept

THE SEAL

99. In terms of the Act, the Company is not obliged to have a Seal, but if there is a Seal, it shall not be affixed to any instrument except by the authority of a resolution of the Board and shall be so affixed in the presence of at least one Director and the Secretary or two directors as required by the Act, both of

Formalities for affixing seal

whom shall sign every instrument to which the Seal is so affixed in their presence.

AUTHENTICATION OF DOCUMENTS

100. Any Director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any documents affecting the constitution of the Company (including the Memorandum and Articles of Association) and any resolutions passed by the Company or the Board, and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts, and where any books, records, documents or accounts are elsewhere than at the Office, the local manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the Directors as aforesaid.
- Power to authenticate documents**

DIVIDENDS

101. Subject to any special rights as to dividend attached to any new class of shares in accordance with these articles, the profits of the Company available for dividend and resolved to be distributed in respect of any financial year or other period for which the Company's accounts are made up and submitted to the Company in General Meeting shall be apportioned and paid to the Members proportionally in accordance with its percentage ownership of shares at the time of the payment of such dividend.
- Payment of dividends**
102. No dividend shall be payable except out of the profits of the Company, or in excess of the amount recommended by the Directors.
- Dividends payable only out of profits**
103. Any General Meeting declaring a dividend may resolve that such dividend be paid wholly or in part by the distribution of specific assets, and in particular of paid up shares, debentures or debenture stock of the Company, or paid up shares, debentures or debenture stock of any other company, or in any one or more of such ways.
- Non-cash payment of dividends.**
104. No unpaid dividend, bonus or interest shall bear interest as against the Company.
- Dividends not to bear interest**
105. The Directors may retain any dividends and bonuses payable on shares on which the Company has a lien, and may apply the same in or towards
- Retention of dividends**

satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

106. The payment by the Directors of any unclaimed dividend into an unclaimed dividend account shall not constitute the Company a trustee in respect thereof, and any dividend unclaimed after a period of twelve years from the date of declaration of such dividend shall be forfeited and shall revert to the Company. **Unclaimed dividends**
107. If several persons are registered as joint holders of any share any one of them may give effectual receipts for any dividend or other moneys payable on or in respect of the share. **Dividends due to joint holders**

RESERVES

108. The Directors may from time to time set aside out of the profits of the Company and carry to reserve such sums as they think proper which shall at the discretion of the Directors be applicable for meeting contingencies or for the gradual liquidation of any debt or liability of the Company or for repairing or maintaining the works plant and machinery of the Company or for special dividends or bonuses or for equalising dividends or for any other purposes to which the profits of the Company may properly be applied and pending such application may at the like discretion either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Directors think fit. The Directors may divide the reserve into such special funds as they think fit, and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided as they think fit. The Directors may also without placing the same to reserve carry forward any profits which they may think it not prudent to divide. **Carry profit to reserve**
Application of reserve
Division of reserve into special funds
Power to carry forward profits
109. The Directors may establish a reserve to be called the Capital Reserve, which shall not be available for dividend, but which shall be available to meet depreciation or contingencies or for repairing, improving, or maintaining any property of the Company or for such other purposes as the Directors may in their discretion think conducive to the interests of the Company, and the Directors may invest the sums standing to the Capital Reserve in such investments as they think fit, other than shares or stock of the Company, and may from time to time deal with or vary such investments and dispose of all or any part thereof with full power to employ the Capital Reserve in the business of the Company, and that without keeping it separate from the other **Power to establish and deal with a Capital Reserve**

assets and with power to divide the said Capital Reserve into separate accounts or funds if they think fit.

CAPITALIZATION OF PROFITS AND 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 required for paying the fixed dividends or Preference Shares if any (including profits carried and standing to the credit of any reserve or reserves or other special account), and accordingly that the Directors be authorized and directed to appropriate the profits resolved to be capitalized to the Members in the proportions in which such profits would have been divisible amongst them had the same been applied in paying dividends instead of being capitalized, and to apply such profits on their behalf, either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by such Members respectively, or in paying up in full unissued shares, debentures or securities of the Company of a nominal amounts equal to such profits, such shares, debentures or securities to be allotted and distributed credited as fully paid up, to and amongst such Members in the proportion aforesaid, or partly in one way and partly in the other.
- Power to capitalise profits**

ACCOUNTS

111. The Directors shall cause proper books of account to be kept with respect to:
- (a) all sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure takes place;
 - (b) all sales and purchases of goods by the Company; and
 - (c) the assets and liabilities of the Company.
112. The books of account shall be kept at the Office, or at such other place as the Directors think fit, and shall always be open to the inspection of the Directors. No Member (other than a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by the Act or authorized by the Directors or by the Company in General Meeting.
- Directors to keep proper accounts**
- Inspection of books**

113. The Directors shall once at least in every year lay before the Company in General Meeting a profit and loss account and a balance sheet containing a general summary of the capital, the assets, and the liabilities of the Company arranged under suitable heads, both made up to a date not more than six months before the meeting. **Submission of balance sheets and profits and loss account**
114. Every such balance sheet as aforesaid shall be signed on behalf of the Board by at least two of the Directors, and shall have attached to it a report of the Directors as to the state of the Company's affairs and the amount which they recommend to be paid by way of dividend to the Members, and the amount (if any) which they have carried or propose to carry to the Capital Reserve, Fund, general reserve or reserve account shown specifically on the balance sheet or to be shown specifically on a subsequent balance sheet. The balance sheet shall also have attached or annexed to it, the Auditors' report and such other documents as the Act may require. **Signature of balance sheets**

AUDIT

115. Unless the Directors shall otherwise determine, the Company shall at each Annual General Meeting appoint an Auditor or Auditors to hold office until the next ensuing Annual General Meeting. The Auditor's report shall be read before the Company at the Annual General Meeting and shall be open to inspection by any Member. The Auditors' duties shall be regulated in accordance with the Act. **Appointment of Auditors**
116. No Director or other officer of the Company nor any person who is a partner of or in the employment of an officer of the Company, or any corporation, shall be capable of being appointed Auditor of the Company. **Directors not be Auditors**

NOTICES

117. Any notice or document may be served by the Company on any Member wherever resident either personally or by e-mail 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, provided that if such address is outside Tanzania, such letter shall be sent by air mail. In respect of joint holdings, all notices shall be given to that one of the joint holders whose name stands first in the Register of Members, and notice so given shall be sufficient notice to all the joint holders. **Service of Notices**
118. Any notice or other document, if sent by e-mail shall be deemed to have been served only if an e-mail confirmation of receipt was returned, and if served **Proof of postage to be sufficient proof**

by post, shall be deemed to have been served Ninety-six hours after the letter containing the same is posted, and in proving such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed, stamped and posted.

of service

119. Any notice or document delivered or sent by post to or left at the registered address of any Member in pursuance of these Articles shall, notwithstanding that such Member be then dead or bankrupt, and whether or not the Company have notice of his death or bankruptcy, be deemed to have been duly served in respect of any share registered in the name of such Member as sole or joint holder, and such service shall for all purposes be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share.

Service to be sufficient notwithstanding death or bankruptcy of Member served

WINDING-UP

120. (a) If the Company shall be wound up (whether the liquidation is voluntary, under supervision, or by the Court), the liquidator may with the authority of a Special Resolution, divide among the Members in specie or kind the whole or any part of the assets of the Company and whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds and may for such purpose set such value as he deems fair upon any one or more class or classes of property 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 authority, vest any part of the assets in trustees upon such trusts for the benefit of Members as the Liquidator with the like authority shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares in respect of which there is a liability.
- (b) Proceeds from any liquidation, wind-up, or similar shall be distributed 100% to MM until MM has received a full return and recovery of cash contributions made to the Company. After MM has received a full return and recovery of cash contributions made to the Company, liquidation proceeds shall be paid proportionally to each Party in accordance with its ownership percentage.




Provisions relating to liquidation

INDEMNITY

Indemnity of

121. Subject to the provisions of the Act every Director, Managing Agent, Auditor, Manager, Secretary or officer or Servant of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the proper execution and discharge of his duties or in relation thereto.
122. No Directors, Managing Agent, Auditor or other officers of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or Officer, or for joining in any receipt or other act for conformity or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency or any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person with whom any moneys, securities or effects shall be deposited, or for any loss occasioned by any error of judgment, omission, default or oversight on his part, or for any other loss, damages or misfortune whatsoever which shall happen in relation to the execution of the duties of his office or in relation thereto, unless the same happens through his own dishonesty.
- Directors and
officers or servants**

We, the several persons whose names and address are subscribed are desirous of being formed into a company in pursuance of this Articles of Associations and we agree to take the number of shares in the capital of the company set opposite own respective names:

DATED this 21 st March, 2023.		
Name and Address	Shares Held	Signature
AHMED HUSSEIN CHWAYA P.O BOX 70203, 8 TWIGA STREET, DAR ES SALAAM.	7000	
ROSEMARY SHARIFF MAAJAR, P.O BOX 1113, BAHAMAS STREET, DAR ES SALAAM.	3000	
WITNESS TO THE ABOVE SIGNATURES:		
this <u>21st March, 2023</u>		
I confirm that the above-named Shareholder above signatory is known to me personally/identified to me by <u>ROSEMARY S. MAAJAR</u> the latter being known to me personally this <u>21.03.2023</u>, 2023		
Name:	<u>IDDJ JUMA KASSI</u>	
Signature:		
Address:	<u>P.O BOX 7495, DSM</u>	
Qualification:	Advocate/Commissioner for Oaths	

