**THE COMPANIES ACT**

**ARTICLES OF ASSOCIATION**

 OF

 **MPICO PLC**

1. **Interpretation**

* 1. Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act.
	2. In these Articles –
		1. "the Act" means the Companies Act 2013 as amended from time to time;
		2. “the Articles” means these Articles of Association;
		3. “bankruptcy” includes individual insolvency proceedings;
		4. “call notice” has the meaning given in Article 13;
		5. “Certificate” means a paper certificate (other than a share warrant) evidencing a person’s title to specified shares or other securities;
		6. “certified” in relation to a share, means that it is not an uncertified share or a share in respect of which a share warrant has been issued and is current;
		7. “the Company” means MPICO PLC;
		8. “Director” means a Director of the Company, and includes any person occupying the position of Director, by whatever name called;
		9. “document” includes, unless otherwise specified, any document sent or supplied in electronic form;
		10. “fully paid” in relation to a share, means that the normal value and any premium to be paid to the Company in respect of that share have been paid to the Company;
		11. “the Group” means the Company and its subsidiaries;
		12. “holder” in relation to shares means the person whose name is entered in the register of members as the holder of the shares;
		13. “Independent Non-Executive Director” means a person that either:
1. is nominated by the other Directors or executive management of the Company; and
2. is not a significant shareholder of the Company, either directly or indirectly; and
3. is not related or affiliated to a shareholder that has the ability to control or influence management: or
4. has not been employed by the Company or its subsidiary in any executive capacity for the preceding three financial years: and
5. is not a member of the immediate family of an individual who is or has been in any of the preceding three financial years employed by the Company or the Group in an executive capacity: and
6. is not a professional advisor to the Company or the Group other than in a Director capacity: or
7. is not a significant customer or supplier of the Company; and
8. has no significant contractual relationships with the Company; and
9. is free from any business or other relationship which could be seen to materially interfere with individual’s capacity to act in an independent manner.
	* 1. “instrument” means a document in hard copy form;
		2. “Management” shall mean the Management Company appointed for the time being;
		3. “ordinary resolution” has the meaning given in section 2 of the Act;
		4. “paid” means paid or credited as paid;
		5. “participate”, in relation to a Directors’ meeting, has the meaning given in Article 24;
		6. “partly paid” in relation to a share means that part of that share’s nominal value or any premium at which it was issued has not been paid to the Company;
		7. "Register" means the register of Members;
		8. “Registered Office” means the registered office of the Company;
		9. “the Seal” means the common seal of the Company;
		10. “Secretary” means any person appointed to perform the duties of the Secretary of the Company;
		11. “Shareholder” means a person who is the holder of a share;
		12. “Shares” means shares in the Company;
		13. “Special Resolution” has the meaning given in section 2 of the Act;
		14. “subsidiary” has the meaning given in section 2 of the Act;
		15. “Transmittee” means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law; and
		16. “uncertificated” in relation to a share means permitting title to shares to be evidenced and transferred without a certificate, and
		17. “writing” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.
	1. Words expressed in any gender shall where the context so requires or permits include any other gender.
	2. Words expressed in the singular shall where the context so requires or permits include the plural and vice versa.
	3. Expressions referring to writing shall be construed as including references to printing, lithography, photography and other means of representing or reproducing words in visible form.
	4. A person includes a reference to a body corporate, association or partnership and includes a reference to that person’s legal representatives and successors.
	5. Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company.
	6. The index and headings are inserted in these Articles for convenience of reference only and shall not affect the construction of these Articles.

1. **Table B Not Applicable**

 The Model Articles in Table B of the Companies (Shareholder’s Code of Conduct Order 2016 shall not apply to the Company except so far as the same are repeated or contained in these Articles.

1. **Limited Liability**

The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

**4. Share Capital**

 The present share capital of the Company is K150,000,000 (ONE HUNDRED AND FIFTY MILLION KWACHA divided into 3,000,000,000 (THREE BILLION) ordinary shares of K0.05 (FIVE TAMBALA)each.

1. **Alteration of Share Capital**

5.1 Power to Increase

 The Company may from time to time by ordinary resolution increase the share capital by additional shares of such sum, to be divided into shares of such amount and of such class as the resolution shall prescribe.

5.2 Increase to be Offered to Existing Members

 New shares shall be offered in the first instant, either at par or at a premium, to all existing holders of that class of shares, in proportion as nearly as is possible to the amount of the capital or the number of shares of such class held by them respectively, unless . the Company shall by ordinary resolution before the issue of any new shares make any provisions as to the issue and allotment of the new shares. Where the Company by ordinary resolution specifically authorises the Directors to dispose of the new shares as the Directors, in their discretion may think fit, such shares shall be disposed of within twelve (12) months of such resolution.

5.3 New Shares to Rank with Original Capital

 Except so far as otherwise provided by the conditions of issue or by these Articles, the creation of new shares shall be considered part of the original capital, and shall be subject to the provisions herein contained with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien, surrender and otherwise. Unless otherwise provided in accordance with these Articles the new shares shall be ordinary shares.

5.4 Consolidation and Subdivision

 The Company may by special resolution:-

5.4.1 consolidate and divide all or any of its shares or share capital into shares of larger amount than its existing shares;

5.4.2 sub-divide its existing shares, or any of them into shares of smaller amount than is fixed by the memorandum of association;

5.4.3 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.

5.5 Reduction of Share Capital

 The Company may by special resolution reduce its share capital, any capital redemption reserve fund or any share premium account in any manner and with, and subject to, any incident authorised, and consent required by law, provided that no share capital of the Company may be repaid on the footing that it may be called up again.

1. **Modification of Share Classes and Rights**

6.1 If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of not less than three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class. To every such separate general meeting the provisions of these Articles relating to general meetings shall, *mutatis mutandis*, apply but subject to the following provisions:-

* + 1. where a class has only one member, that member shall constitute a meeting;
		2. at any meeting of a class of members other than an adjourned meeting, the necessary quorum shall be one member present in person or by proxy; and
		3. at any meeting of a class of members, one member of the class present in person or by proxy may demand a poll;

6.2 The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking in *pari passu* therewith.

**7. Issue of Shares**

7.1 No shares shall be issued without the consent of all the Shareholders.

7.2 Without prejudice to any special rights previously conferred on the holders of the existing shares or class of shares, but subject to the Act, shares in the Company may be issued with such preferred, deferred or other special rights, or such restrictions, whether in regards to dividend, voting, return of capital or otherwise as the Directors, subject to any ordinary resolution of the Company, may from time to time determine.

7.3 Where any shares are issued with voting rights less favourable than other issued shares, then the designation of those shares shall include the words ‘restricted voting’ or ‘limited voting’. Where any preference shares are issued which do not carry voting rights the words ‘non-voting’ will appear in the designation of such shares. All equity shares shall have unrestricted right to vote.

7.4 Subject to the provisions of section 112 of the Act, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are, or at the option of the Company, are liable to be redeemed on such terms and in such manner as the Company before the issue of the share may by ordinary resolution determine.

1. **Commission**

The Company may exercise the power of paying commissions conferred by the Act, provided that the rate percent or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Act and the commission shall not exceed the rate of five percent of the price at which the shares in respect whereof the same is paid are issued or an amount equal to five percent of that price (as the case may be). Such commission may be satisfied by the payment of cash or the allotment of fully paid shares or partly in one way and partly in the other, provided payment by allotment is authorized by the Company in general meeting. The Company may also on any issue of shares pay such brokerage fees as may be lawful.

**9.** **Company’s Lien on Shares**

9.1 The Company shall have a first and paramount lien on every share (not being a fully paid share) for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share, but the Company in general meeting may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company’s lien, if any, on a share shall extend to all distributions attributable to that share.

9.2 The Company may sell, in such manner as the Directors think fit, any shares 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 (14) days after a notice in writing demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share, or the person entitled thereto by reason of the death, bankruptcy or liquidation of the registered holder.

9.3 To give effect to any such sale as provided in Article 9.2, the Directors may authorize some person to execute an instrument of transfer of the shares sold. The purchaser shall be registered as the holder of the shares comprised in any 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.

9.4 The net proceeds of the sale shall be received by the Company and applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the share before the sale) be paid to the person entitled to the shares at the date of the sale subject to the surrender to the Company for cancellation of the certificate for the shares sold.

1. **Share Certificates**

10.1 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 of transfer (or within such other shorter period as the conditions of issue shall provide) a certificate for all his shares which shall specify the shares to which it relates. The certificate shall be issued under the Seal affixed with the authority of the Directors by persons authorised by resolution of the Directors and, at the discretion of the Directors, shall be either autographically signed by one Director and the Secretary or transfer secretary, or autographically signed by two Directors.

* 1. This Article does not apply to –
		1. Uncertificated shares; or
		2. Shares in respect of which a share warrant has been issued; or
		3. Shares in respect of which the Act or any other law permits the Company to issue a certificate

* 1. Except as otherwise specified in these Articles, all certificates shall be issued free of charge.
	2. No certificate may be issued in respect of shares of more than one class.
	3. If more than one person holds a share, only one certificate may be issued in respect of it.
1. **Uncertificated Shares**

11.1 In this Article, the “relevant rules” means –

11.1.1 any applicable provision of the Act about the holding, evidencing of title to, or transfer of shares other than in certificated form; and

11.1.2 any applicable legislation, rules or other arrangements made under or by virtue of such provision.

* 1. The provisions of this Article have effect subject to the relevant rules.
	2. Any provision of the Articles which is not consistent with the relevant rules shall be disregarded, to the extent that it is inconsistent, whenever the relevant rules apply.
	3. Any share or class of shares of the Company may be issued or held on such terms, or in such a way, that –
		1. Title to it or them is not, or shall not be, evidenced by a certificate; or
		2. it or they may or shall be transferred wholly or partly without a certificate.

11.5 The Directors have power to take such steps as they think fit in relation to –

11.5.1 the evidencing of and transfer of title to uncertificated shares (including in connection with the issue of such shares);

11.5.2 any records relating to the holding uncertificated shares

11.5.3 the conversion of certificated shares into uncertificated shares; or

11.5.4 the conversion of uncertificated shares into certificated shares.

11.6 The Company may, by notice to the holder of a share, require the share-

11.6.1 if it is uncertificated, to be converted into certificated form; and

11.6.2 if it is certificated, to be converted into uncertificated form, to enable it to be dealt with in accordance with the Articles.

11.7 Where –

11.7.1 the Articles give the Directors power to take action, or require other persons to take action, in order to sell, transfer or otherwise dispose of shares; and

11.7.2 uncertificated shares are subject to that power, but if the power is expressed in terms which assume the use of a certificate or other written instrument, the Directors may take such action as is necessary or expedient to achieve the same results when exercising that power in relation to uncertificated shares.

11.8 In particular, the Directors may take such action as they consider appropriate to achieve the sale, transfer, disposal, forfeiture, re-allotment or surrender of an uncertificated share or otherwise to enforce a lien in respect of it.

11.9 Unless the Directors otherwise determine, shares which a member holds in uncertificated form shall be treated as separate holdings from any shares which that member holds in certificated form.

11.10 A class of shares shall not be treated as two classes simply because some shares of the class are held in certificated form and others are held in uncertificated form.

1. **Trusts**

 Except as required by law, no person may be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or be compelled in any way to recognise (even with notice thereof) any equitable, contingent, future or partial interest in or by law otherwise provided any other rights in respect of any share except an absolute right to the entirety thereof of the registered holder.

**13. Calls on Shares**

13.1 Subject to any ordinary resolution of the Company and the terms of allotment, the Directors may from time to time make calls upon the members in respect of any monies unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and by the conditions of allotment thereon made payable at fixed times, and each member shall (subject to receiving at least fourteen (14) days’ notice specifying the time or times and place of payment) pay to the Company at the time and place so specified the amount called on his shares. A call may be revoked or postponed as the Directors may determine.

13.2 Subject to the terms of allotment, the Directors may make arrangements on the issue of shares of different classes for a difference between the holders of the different classes in the amounts and time of payment of calls on their shares, but the Directors may not so differentiate between holders of the same classes.

13.3 A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed.

13.4 The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

13.5 If a sum in respect of a call 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 the rate if any, stipulated in the Act, as the Directors may determine, but the Directors shall be at liberty to waive payment of such interest wholly or in part.

13.6 The provisions of these Articles as to payment of interest shall apply in the case of non-payment of any sum which by the terms of issue of a share becomes payable at a fixed time whether on account of the nominal value of the share, or by way of premium, as if it had become payable by virtue of a call duly made and notified.

13.7 Any sum which by terms of issue of a share becomes payable on allotment or at any fixed date, whether on the nominal value of the share or by way of premium, shall for the purpose of these Articles be deemed to be a call duly made and payable on the date on which by the terms of issue of 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.

13.8 The Directors may, if they think fit, receive from any member willing to advance the same, all or any part of the monies uncalled and unpaid upon any shares held by him, and upon all or any of the monies so advanced may pay interest upon the monies so paid in advance, or upon so much thereof as from time to time remains in advance of the calls then made upon such shares at such rate per annum as may be agreed upon between the Directors and the member paying such sum in advance, subject to any directives of the Company in general meeting but such advance payment shall not entitle the holder of the shares to participate in respect thereof in a dividend subsequently declared.

13.9 Whilst any call or other sum shall be due and payable to the Company in respect of any of the shares held by him, whether alone or jointly with any other person, that member shall not be entitled, in respect of those shares, to receive any dividend or to be present or to vote on any question, either personally or by proxy, at any general meeting, or upon a poll, or to be recognised in a quorum.

**14.** **Transfer of Certificated Shares**

14.1 Certificated shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of –

14.1.1 the transferor; and

14.1.2 if any of the shares is partly paid, the transferee.

14.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.

14.3 The Company may retain any instrument of transfer which is registered.

14.4 The transferor shall remain the holder of a certificated share until the transferee’s name is entered in the register of members as holder of it.

14.5 The Directors may refuse to register the transfer of a certificated share if –

14.5.1 the share is not fully paid;

14.5.2 the transfer is not lodged at the Company’s registered office or such other place as the Directors have appointed;

14.5.3 the transfer document is not duly stamped in accordance with the Act or the Stamp Duties Act where applicable;

14.5.4 the transfer is not accompanied by the certificate for the shares to which it relates, or such other evidence as the Directors may reasonably require to show the transferor’s right to make the transfer, or evidence of the right of someone other than the transferor to make the transfer on the transferor’s behalf;

14.5.5 the transfer is in respect of more than one class of shares; or

14.5.6 the transfer is in favour of more than four transferees.

14.6 Where the Directors refuse to register the transfer of a share, the instrument of transfer shall be returned to the transferee within two months after the date it was lodged with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

**15. Transfer of Uncertificated Shares**

15.1 The Directors may take such action as they consider appropriate to achieve the sale and transfer of uncertificated shares to achieve the same result as if the shares were certificated.

15.2 A transfer of an uncertificated share not be registered if it is in favour of more than four transferees.

**16. Procedure for Disposing of Fractions of Shares**

16.1 This Articles applies where –

16.1.1 there has been a consolidation or division of shares; and

16.1.2 as a result, members are entitled to fractions of shares.

16.2 The Directors may –

16.2.1 sell the shares representing the fractions to any person including the Company for the best price reasonably obtainable;

16.2.2 in the case of a certificated share, authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser; and

16.2.3 distribute the net proceeds of sale in due proportion among the holders of the shares.

16.3 Where any holder’s entitlement to a portion of the proceeds of sale amounts to less than a minimum figure determined by the Directors, that member’s portion may be distributed to an organisation which is a charity for the purposes of any written laws.

16.4 A person to whom the shares are transferred shall not be obliged to ensure that any purchased money is received by the person entitled to the relevant fractions.

16.5 The transferee’s title to the shares shall not be affected by any irregularity in or invalidity of the process leading to their sale.

**17. Transmission of Shares**

17.1 Transmission

 In the case of death of a member, the legal representative of the deceased and survivor or survivors where the deceased was a joint holder and the legal representative of the deceased where he was the sole holder shall be the only persons recognised by the Company as having any title to the shares; but nothing herein contained shall release the estate of a deceased sole holder or deceased joint holder from any liability in respect of any share which had been held by him either as sole holder or joint with other persons.

17.2 No Right to Attend Meetings

 A Transmittee shall not have a right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which he is entitled, by reason of the holder’s death or bankruptcy or otherwise, unless he becomes the holder of those shares.

17.3 Rights of Election

 Any person becoming entitled to a share in consequence of the death, bankruptcy or liquidation of a member may, upon such evidence being produced as may from time to time properly be required by the Directors and subject as hereinafter provided, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof, but the Directors shall in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that member before his death, bankruptcy or liquidation, as the case may be.

17.4 Effects of Election

 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 another person registered, he shall testify his election by executing to that person a transfer of the share. Limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death, bankruptcy or liquidation of the member had not occurred and the notice to transfer were a transfer signed by that member.

17.5 Rights Passed by Transmission

 Where a person becomes entitled to a share by reason of death, bankruptcy or liquidation of the registered holder, he shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share and to the same rights and remedies as if he were a member of the Company except that he shall not, before being registered as a member in respect of the share, be entitled to vote at any meeting of the Company.

 **Provided** that the Company may at any time give notice requiring any such personal representative or assignee to elect either to be registered himself or to transfer the share and if the notice is not complied with within twelve (12) months the Company may thereafter suspend payment of all dividends or other moneys payable in respect of the share until the requirements of the notice have been complied with.

17.6 Joint Entitlements

 Where two or more persons are jointly entitled to any share in consequence of the death of the registered holder they shall be deemed to be joint holders of the share.

**18. Shareholders’ Meetings**

18.1 Quorum

No business shall be transacted at any general meeting unless a quorum is present. Three persons entitled to attend and vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.

18.2 If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon 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 it is adjourned to a date which is less than twenty–one days from the date of the original meeting, notice of the adjourned meeting shall be given only by advertisement in at least one national daily newspaper and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members then present or represented by proxy shall be a quorum.

18.3 The Chairman, if any, of the Board of Directors (or in his absence some other Director nominated by the Directors) shall preside as chairman at every general meeting of the Company, or if there is no such Chairman, or if neither the Chairman nor such other Director (if any) shall be present within fifteen minutes after the time appointed for the holding of the meeting, or if the Chairman or such other Director (if any) is unwilling to act, the Directors present shall choose one of their number to be chairman of the meeting and, if there is only one Director present and willing to act, he shall be chairman.

18.4 If no Director is willing to act as chairman, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to the chairman of the meeting.

18.5 The Chairman may, with the consent of ay 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 other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty 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 adjournment meeting.

18.6 Corporations Acting By Representatives at Meetings

 Any body corporate or unincorporated association which is a member of the Company may by resolution of its Directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the body corporate or unincorporated association which he represents as the body corporate or unincorporated association could exercise if it were an individual member of the Company.

18.7 Place of Meeting

 All general meetings shall be held at such time, date and place as the Directors shall determine from time to time. General meetings or other meetings of the Shareholders may take place by telephone or other telecommunication system whereby all participants are able to hear and speak to each other at the same time.

18.8 Annual General Meetings

 The Company shall hold a general meeting as its annual general meeting in addition to any other meetings in each year and shall specify the meeting as such in the notices calling it. Not more than fifteen (15) months shall elapse between the date of one annual general meeting and the next, provided that the Company shall after its first meeting hold an annual general meeting within not more than six (6) months after the end of every ensuing financial year. The annual general meeting shall be held at such time and place or virtually as the Directors shall appoint.

18.9 Other Meetings

 All general meetings other than annual general meetings shall be called extraordinary general meetings.

18.10 Extraordinary General Meetings

 The Directors may, whenever they think fit, convene an extraordinary general meeting. If at any time there are not within Malawi sufficient Directors capable of acting to form a quorum, any two members of the Company having the right to vote may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

18.11 Notice of General Meetings

 At least twenty-one (21) days’ notice shall be given of any general meeting of the Company. The Notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of the meeting and, in the case of special business, the general nature of that business shall be given in such manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in general meeting, to such persons as are under the Act or Articles of the Company entitled to receive such notices from the Company. Provided that in the case of a virtual meeting, the place of the meeting need not be specified.

18.12 Shorter Notice

 A meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in the Articles, be deemed to have been called if it is so agreed:-

18.12.1 in the case of a meeting called as the annual general meeting, by seventy-five (75) percent of the members entitled to attend and vote thereat or in nominal value of the shares giving that right; and

18.12.2 in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together holding not less than seventy-five per centum (75%) in nominal value of the shares giving that right.

18.12.2 Notices of general meetings shall be accompanied by any statements required to be circulated therewith on behalf of members in accordance with Sections 253 and 254 of the Act.

18.13 Omissions

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

18.14 Special Business

 All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of declaring a dividend, the consideration of the financial statements and the reports of the Directors and auditors, the remuneration of and election of Directors and the appointment of and fixing of the remuneration of the auditors. Special business will only be transacted by special resolution if required by the Act or these Articles.

18.15 Shareholders’ Declaration of Interest

A Shareholder who is in any way, whether directly or indirectly, interested in any transaction with the Company must declare the nature and extent of its interest to the other Shareholders of the Company before it is entitled to vote on a Shareholder resolution relating to the matter.

**19. Decision Making by Shareholders**

19.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, in person or through technology, during the meeting, any information or opinions which that person has on the business of the meeting.

19.2 A person is able to exercise the right to vote at a general meeting when –

19.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and

19.2.2 that person’s vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

19.3 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at the meeting either in person or through technology.

19.4 In determining attendance at a general meeting it is immaterial whether any two or more members attending meeting are at the same place.

19.5 Two or more persons who are not at the same place attend a general meeting if their circumstances are such that if they have, or were to have, rights to speak and vote at that meeting, they are, or would be able, to exercise them through technology or other means.

19.6 Directors may attend and speak at general meetings, whether or not they are shareholders.

19.7 The Chairman of the meeting may permit other persons who are not -

19.7.1 Shareholders of the Company; or

19.7.2 otherwise entitled to exercise the rights of shareholders in relation to general meetings, to attend and speak at a general meeting.

19.8 A resolution put to the vote of a general meeting shall be decided on a show of hands unless a poll is duly demanded in accordance with these Articles.

19.9 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection shall be referred to the chairman of the meeting, whose decision shall be final.

19.10 A poll on a resolution may be demanded -

19.10.1 in advance of the general meeting where it shall be put to the vote; or

19.10.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

19.11 A poll may be demanded by -

19.11.1 the Chairman of the meeting;

19.11.2 the Directors;

19.11.3 two or more persons having the right to vote on the resolution; or

19.11.4 a person or persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution.

19.12 A demand for a poll may be withdrawn if-

19.12.1 the poll has not yet been taken; and

19.12.2 the chairman of the meeting consents to the withdrawal.

19.13 A poll on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

19.14 Subject to any rights or restrictions for the time being attached to any classes of shares, on a show of hands every member present in person or represented by proxy shall have one (1) vote, and on a poll every member shall have one (1) vote for each share of which he is, or is proxy for the registered holder.

19.15 On a poll, votes may be given either personally or by proxy. A member having more than one (1) share carrying voting rights may appoint separate proxies to represent respectively such number of shares held by him as may be specified by him in their instrument of appointment.

19.16 In the case of joint holder, 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 their names stand in the register of members.

19.17 No member having the right to vote shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

19.18 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote allowed at such meting 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.

19.19 In the case of an equality of votes, whether 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 a poll is conducted shall be entitled to a second or casting vote.

19.20 The instrument appointing a proxy shall be in writing under the hand of the appointer or of his agent duly authorized in writing, or, if the appointer is a body corporate, either under seal, or under the hand of an officer duly authorized. A proxy need not be a member of the Company.

19.21 The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

19.22 An instrument appointing a proxy shall in the following form or a form as near thereto as circumstances admit:

**Form of Proxy**

**MPICO PLC**

I/We .................................................... of .................................................. (address), being a member/members of the above-named Company, hereby appoint ...................................... of ................................................. or failing him .............................................. of .................................................. as my/our proxy to vote for me/us on my/our behalf at the (annual or extraordinary, as the case may be) general meeting of the Company, to be held on the ................................. day of ...........................20...... and at any adjournment thereof.

This is to be used:-

In favour of

\*..................................... Resolution No..........................................

against

In favour of

\*..................................... Resolution No..........................................

against

In favour of

\*..................................... Resolution No..........................................

against

Unless otherwise instructed, the proxy will vote as he thinks fit.

Date :……………………………………. Signed : ………………...

\*Strike out whichever is not desired

19.23 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 that power or authority shall be deposited at the registered office or at such other place within Malawi as is specified for that purpose in the notice convening the meeting, not less than forty-eight (48) hours before the time for holding the meeting or not less than twelve (12) hours before the time for holding a meeting previously adjourned for less than seven (7) days at which the person named in the instrument proposes to vote.

19.24 A vote given in accordance with the terms of an instrument or proxy, shall be valid notwithstanding the previous death, bankruptcy, liquidation 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 same in respect of which the proxy is given, provided that no intimation in writing of such death, bankruptcy, liquidation, revocation or transfer aforesaid shall have been received by the Company at its office before the commencement of the meeting or adjournment meeting at which the proxy is used.

19.25 Proxy notices may specify how the proxy appointed under them shall vote or that the proxy is to abstain from voting on one or more resolutions.

19.26 Unless a proxy notice indicates otherwise, it shall be treated as -

19.26.1 giving the person appointed under it as a proxy discretion on how to vote on any ancillary or procedural resolutions put to the meeting; and

19.26.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

19.27 A member who is entitled to attend, speak or vote either on a show of hands or on a poll at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person, provided that both the member and the proxy may not be entitled to speak and vote at the same meeting.

19.28 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

19.29 A notice revoking a proxy appointment shall only take effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.

19.30 If a proxy notice is not executed by the person appointing the proxy, it shall be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor’s behalf.

19.31 Subject to the provisions of the Act, a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at general meetings (or being bodies corporate or unincorporated associations, by their duly authorized representatives) shall be as valid and effective as if it had been passed at a general meeting of the Company duly convened and held.

**20. Directors**

20.1 The Board shall consist of not less than 6 (six) and not more than 10 (ten) members. For every 10 (ten) percent of Ordinary Shareholding held in the issued share capital of the Company by a Shareholder, that Shareholder shall be entitled to appoint one Director.

20.2 If any Shareholder’s holding of the Company’s Ordinary Shares falls below 10 (ten) percent of the total issued Ordinary Share Capital of the Company, that Shareholder shall not be entitled to appoint any Director. In each case, the relevant appointor shall be obliged to remove any Directors so appointed. All Shareholders hereby agree to use their respective rights as Directors to procure such removal.

20.3 If any Shareholder shall remove the Director and/or alternate from time to time appointed by such Shareholder pursuant to Clause 20.2, it shall be responsible for and shall indemnify the other Shareholder and the Company against any claim by such Director and/or alternate for unfair or wrongful dismissal arising out of such removal.

20.4 The directors shall 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 directors, but the total number of directors shall not at any time exceed the number fixed in accordance with these articles. Any director so appointed shall hold office only until the next following annual general meeting, and shall then be eligible for re-election but shall not be taken into account in determining the directors who are to retire by rotation at such meeting.

20.5 Any notice of appointment and/or removal of a Director shall be in writing and shall become effective on lodgement thereof at the registered office of the Company.

20.6 If a vacancy in any Directorship should occur for any reason other than by reason of clauses 20.1 and 20.2 (above), the Shareholder who appointed the Director whose position has fallen vacant shall appoint his replacement.

20.7 The Chairperson shall be appointed by the Shareholder with the largest shareholding, who for the time being is Old Mutual (Malawi) Limited. Accordingly, the Shareholders agree that Old Mutual (Malawi) Limited will appoint the Chairperson of the Board. The power to appoint extends to and includes the power to replace or remove.

20.8 The control and ultimate management of the Company shall lie with the Board and the day-to-day running and management of the Company shall be delegated to the Management Company or any other person or body corporate as appointed from time to time by the Board. The Management Company or any other person or body corporate in charge of the Company shall be accountable to the Board of Directors of the Company and shall implement such policies and act within such parameters as the Board shall decide from time to time. The Management Company or other person or body corporate in charge of the Company shall report to the Board on a regular basis and in reasonable detail on the operations of the Company and shall produce or procure that quarterly management accounts and reports are produced and circulated to all members of the Board in good time. All Directors shall be entitled to receive, and have reasonable access to, all information regarding the affairs of the Company.

20.9 A Director who is in any way, whether directly or indirectly, interested in any transaction with the Company must declare the nature and extent of his interest to the other Directors of the Company before he is entitled to vote on a Board Resolution in relation to such matter.

20.10 In the event that any Director is disqualified to participate in the adoption of a board resolution due to a conflict of interest, the number of Directors necessary to fulfil the majority requirement for the adoption of such a resolution shall be reduced by the number of disqualified Directors.

**21. Alternate Directors**

21.1 Each Director may appoint an alternate in accordance with the Articles of Association and such alternate shall be, in the absence of the Director who appointed him, treated for the purposes of these Articles as if he were that Director. If an alternate is also a Director in his own right, he shall be entitled at any meeting of the Board to cast both his own vote and the vote of his appointer, should the appointer not be present at such meeting.

21.2 An Alternate Director shall not attend a meeting of the Board of Directors if the Director who appointed him is also present at that meeting.

21.3 All Directors and alternate Directors shall give to the Company notice in writing of an address for service of notices of Board Meetings and Board papers and shall be entitled to make full disclosure to the Shareholder or Director appointing them of any information relating to the Company of which they shall become aware in the course of their appointment.

* 1. The Company shall not be liable to pay additional remuneration by reason of the appointment of an alternate Director.
	2. The appointment of an alternate Director shall cease at the expiration of the period, if any, for which he was appointed, or if his appointor gives written notice to that effect to the Company, or (where applicable) if his appointor ceases for any reason to be a Director or if the alternate resigns by notice in writing to the Company.
	3. Until cessation of the appointment of an alternate Director both the substantive and alternate shall be and may act as Directors of the Company, but no alternate, unless a Director in his own right, shall attend or vote at any meeting of the Directors or any committee of Directors at which his substantive Director is present.

**22. Powers and Duties of Directors**

22.1 Company to Comply with the Principles of Corporate Governance

 The Directors shall ensure that the Company shall be managed with integrity and in accordance with generally acceptable corporate practices. The Directors shall establish mechanisms and policies appropriate to the Company’s business in keeping with its commitment to comply with best practices in corporate governance.

22.2 Borrowing Powers

 The Directors may from time to time at their discretion raise or borrow or secure the payment of any sum or sums of money for the purpose of the Company, save that the Directors shall procure that the aggregate amount for the time being remaining undischarged of moneys borrowed by the Company and its subsidiaries (exclusive of inter-Company borrowing and apart from temporary loans obtained from the Company’s bankers) shall not exceed the amount authorised by the Company in general meeting by ordinary resolution.

22.3 Power of Attorney

 The Directors may from time to time and at any time by power of attorney appoint any Company, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the agent or agents 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 think fit. Any such power of attorney may contain such provision for the protection and convenience of persons dealing with any such agents as the Directors may think fit, and may also authorise any such attorney to delegate all or any of the powers, authorisations and discretions vested in him.

23. **Committees of the Board**

23.1 The Directors may appoint such committees, as may be required from time to time, consisting of Directors and non Directors as the Directors may think fit, in accordance with their commitment to best practices in corporate governance.

23.2 The Directors may prepare Terms of Reference and make rules of procedure for all or any committees.

23.3 Subject to the Terms of Reference, a committee may elect a chairman of its committee, but if no such chairman is elected, or at any meeting the chairman is not present within fifteen (15) minutes after the time appointed for holding the same, the members may choose one of their number to be the chairman at the meeting. The chairman of any such committee shall not have a second or a casting vote.

23.4 Any committee formed in terms of Article 23.1 shall, in the exercise of the powers so delegated, conform to Terms of Reference or any regulations that may from time to time be imposed on it by the Directors.

**24.** **Meetings of the Board of Directors**

24.1 At least 14 (fourteen) days’ notice shall be given to each Director of each meeting of the Board which notice shall contain reasonable particulars of the matters to be discussed at the meeting. Minutes of all meetings of the Board shall be circulated to each Director within 10 (ten) working days following such meeting. Notice may be waived by the unanimous consent of the Directors in writing.

24.2 Meetings of the Board shall take place at such places as may be agreed by the majority of the members of the Board but in any event (unless otherwise agreed by the majority of the Board) not less than 4 (four) times a year. Meetings of the Board may take place by telephone or other telecommunication system whereby all participants are able to hear and speak to each other at the same time. A decision to hold any Board meeting by telephone or such other telecommunication system shall be agreed to by the majority of the Board members prior to the meeting being held.

24.3 The language used in Board Meetings shall be English. All decisions by the Board shall be recorded in English in the minutes. The Board shall appoint a secretary to the Board who shall keep Minutes of Board meetings. In the Minutes shall be recorded, among other things, the persons present, the matters discussed, the decisions made.

24.4 The quorum necessary to constitute a meeting of the Board shall be 3 (three) Directors. The Directors or their alternates shall be present in person or by telephone or other telecommunication system.

24.5 If within 30 (thirty) minutes of the time fixed for a Board meeting a quorum is not present the Board Meeting shall, unless otherwise agreed, stand adjourned to a date to be agreed in consultation with all parties and if, at such adjourned meeting a quorum is not formed within **30 (thirty**) minutes from the time appointed for the meeting, then the Directors present shall form a quorum. The Company Secretary shall be obliged to give all Directors notice of adjournments under this clause.

24.6 Resolutions of the Board of Directors of the Company in order to be of force and effect must be approved by the majority of the Directors present at a meeting in person or by telephone or other telecommunication system.

24.7 Subject to the provisions of the Act, a resolution in writing signed by all the Directors of the Company shall be as valid and effective as if it had been passed at a Board Meeting of the Company duly convened and held and passed on the date which the resolution was signed by the last Director to sign.

24.8 Directors participate in a Directors’ meeting, or part of a Directors’ meeting, when -

24.8.1 the meeting has been called and takes place in accordance with these Articles; and

24.8.2 the Directors can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

24.9 In determining whether Directors are participating in a Directors’ meeting, the location of a particular Director and the mode which the Directors communicate to each other is irrelevant.

24.10 If all the Directors participating in a meeting are not at the same place, they may decide that the meeting shall be treated as taking place wherever any of them is.

24.11 If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting, or part of the meeting, for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any Director other than the chairman shall be final and conclusive.

24.12 If any question as to the right to participate in the meeting, or part of the meeting, arises in respect of the chairman, the question shall be decided by a decision of the Directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting, or that part of the meeting, for voting or quorum purposes.

24.13 The Directors shall ensure that the Company keeps a record, in writing, for at least ten years from the date of recording the decision, of every unanimous or majority decision taken by the Directors.

24.14 The Directors may make any rule which they think fit about how they make decisions, and about how such rules are to be recorded or communicated to Directors.

24.15 All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

**25. Directors and Contracts**

25.1 A Director who is in any way, whether directly or indirectly, interested in any contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors, in accordance with section 182 of the Act.

25.2 Subject to the other provisions of these Articles, a Director shall not vote in respect of any contract or arrangement in which he is interested, and if he shall do so his vote shall not be counted, nor shall he be computed in the quorum present at the meeting, but neither of these prohibitions shall apply to:-

25.2.1 any arrangement for giving any Director any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company; or

25.2.2 any contract by a Director to subscribe for or underwrite shares or debentures of the Company; or

25.2.3 any arrangement for the giving by the Company of any security to a third party in respect of a debt or obligation of the Company for which the Director himself has assumed responsibility in whole or in part under a guarantee or indemnity or by deposit of a security.

 And these prohibitions may at any time be suspended or relaxed to any extent either generally or in respect of any particular contract, arrangement or transaction, by the Company in general meeting.

25.3 For the purposes of Articles 25.1 and 25.2, an alternate Director shall be deemed to be interested in any contract or arrangement in which the Director for whom he is an alternate is so interested, whether directly or indirectly.

25.4 A Director may not be counted in the quorum present at any meeting whereat he or any other Director is to be appointed to hold any such office or place in the Company or whereat the terms of such appointment are to be arranged, and he may not vote on any such appointment or the arrangement or the terms thereof.

25.5 If at any meeting of the Directors or committee of Directors, the appointment or the terms thereof or the remuneration of a Director in his capacity as an employee of the Company or in his capacity as a Director and/or an employee of a subsidiary Company shall be considered, such Director shall not be counted in the quorum present and shall not be entitled to vote in respect of any such business so considered.

25.6 Any Director may act by himself or on behalf of his firm in a professional capacity for the Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director provided that nothing herein contained shall authorise a Director or his firm to act as auditor to the Company.

**26. Signing of Cheques**

 All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and all receipts for monies 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.

**27. Directors’ Indemnity**

27.1 Subject to Article 27.2, a relevant Director of the Company or an associated Company may be indemnified out of the Company’s assets against –

27.1.1 any liability incurred by that Director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated Company;

27.1.2 any liability incurred by that Director in connection with the activities of the Company or an associated Company in its capacity as a trustee of an occupational pension scheme; or

27.1.3 any other liability incurred by that Director as an officer of the Company or an associated Company.

27.2 This Article does not authorize any indemnity which would be prohibited or rendered void by any provision of the Act or by any other written law.

27.3 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant Director in respect of any relevant loss.

27.4 In this Article -

27.4.1 a “relevant Director” means any Director or former Director of the Company or an associated Company;

27.4.2 a “relevant loss” means any loss or liability which has been or may be incurred by a relevant Director in connection with that Director’s duties or powers in relation to the Company, any associated Company or any pension fund or employees’ share scheme of the Company or associated Company, and

27.4.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

**28. Directors’ Fees**

28.1 The fees of the Directors shall be determined by the Company in general meeting. Such fees shall be deemed to accrue from day to day. The Directors may also be paid all travelling hotel and other expense properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or in connection with the business of the Company.

28.2 The Company shall pay to the Directors fees and sitting allowances as may from time to time be approved by the Company in general meeting and shall reimburse the Directors for reasonable expenses incurred in the performance of their duties.

28.3 The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at –

28.3.1 meetings of Directors or committees of Directors; or

28.3.2 general meetings; or

28.3.3 separate meetings of the holders of any class of shares or of debentures of the Company, or otherwise in connection with the exercise of their power and the discharge of their responsibilities in relation to the Company.

**29. Loans to Directors Prohibited**

 The Company shall not give loans to Directors, directly or indirectly, or to a Company in which a Director holds one third (1/3) or more of the share capital.

**30. Rotation of Directors**

30.1 The provisions of this Article are subject to the provisions of Article 20.

30.2 At the annual general meeting of the Company in every year, one third (1/3) of the Directors, or, if their number is not a multiple of three (3), then the number nearest to one third (1/3), shall retire from office.

30.3 The Directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who become Directors on the same day, those to retire shall (unless they otherwise agree among themselves) be determined by the alphabetical order of their surnames.

30.4 A retiring Director shall be eligible for re-election.

30.5 No person other than the Director retiring at the meeting shall (unless recommended by the Directors) be eligible for election to the office of Director at any general meeting unless not less than three (3) and not more than seven (7) days before the date of appointment for the meeting there shall have been left or received by fax or email at the Registered Office of the Company a notice in writing, signed by a member duly qualified to attend and vote at the meeting for which such notice is given, of his intention to propose such person for election, and also a notice in writing signed by that person of his willingness to serve in that capacity if elected.

30.6 At a general meeting a motion for the appointment of two (2) or more persons as Directors of the Company by a single resolution shall not be made, unless a resolution that it shall be so made has been first agreed to by the meeting without any vote being against it.

30.7 The Company, at the meeting at which a Director retires in the manner aforesaid, may fill the vacated office by electing a person thereto, and in default, the retiring Director shall, if offering himself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Director shall have been put to the meeting and lost.

**31. Disqualification of Directors**

31.1 The office of Director shall be vacated if the Director:-

31.1.1 ceases to be a Director by virtue of section 170 of the Act;

31.1.2 becomes bankrupt or makes any arrangement or composition with his creditors generally, or assigns his estate;

31.1.3 becomes of unsound mind;

31.1.4 resigns from his office by notice in writing to the Company;

31.1.5 has attained the age of seventy (70) years;

31.1.6 has been removed as Director by the shareholder who appointed him in terms of Article 20;

31.1.7 has been convicted of an offence involving dishonesty or fraud (including, but not limited to, forgery, perjury, money laundering or any similar offence).

31.1.8 is disqualified or suspended from practising any profession on the grounds of professional misconduct;

31.1.9 shall have been absent for more than three (3) consecutive meetings of the Directors without permission or without reasonable explanation.

**33. Company Secretary**

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

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

34. **Common Seal**

34.1 The Directors shall provide for the safe custody of the Seal which shall only be used by the authority of the Directors or of a committee of Directors authorised by the Directors in that behalf, and every instrument to which the seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Directors for the purpose.

34.2 For the purposes of this Article, an authorized person shall be -

34.2.1 any Director of the Company;

34.2.2 the Company Secretary; or

34.2.3 any person authorized by the Directors for the purpose of signing documents to which the common seal is applied.

**35. Accounts**

35.1 The Company shall require that at all times the Company maintains accurate up to date and complete records of accounts and other financial records in accordance with the laws of the Republic of Malawi.

35.2 The Company shall adhere to International Accounting Standards (IAS) and International Financial Reporting Standards (IFRS) unless otherwise required by the local regulatory authority.

35.3 The books of accounts and other books and documents of the Company shall be kept at the registered office of the Company.

35.4 Such customary information as any Shareholder or Director may reasonably require concerning the management accounts, commercial success of the Company or the ability of the Company to fulfil its business objectives shall be prepared and submitted by the Company to the Shareholder or Director not later than Twenty One (21) days after a request is made.

35.5 The Accounting period of the Company shall be a twelve-month period commencing from the First day of January of each year and ending on the Thirty-first day of December of the same year or such other accounting period as the Company may from time to time designate as the accounting year of the Company.

35.6 Management shall prepare and submit to the Board of Directors for approval a budget estimate for the ensuing year or part thereof within the last quarter of each year.

35.7 The Company shall prepare and submit to the Board of Directors at the end of each quarter a quarterly summary of its operations and its financial statements in a form satisfactory to the Board of Directors.

35.8 Management and its Auditors shall prepare annually and present to the Board of Directors by the 31st day of March of the following year the accounts audited by approved public accountants.

35.9 The Directors shall present to the Shareholders at each Annual General Meeting the accounts audited by approved public accountants. A copy of every the financial statements (inclusive of every document required by the Act to be annexed thereto) and the Directors’ annual report which is laid before the Company at each annual general meeting, together with a copy of the auditor’s report shall be sent not less than twenty-one (21) days before the date of the meeting to every Shareholder of the Company, provided that this Article shall not require a copy of such document to be sent to any person of whose address the Company is not aware of.

35.10 All financial information submitted to the Shareholders and Directors shall be expressed in Malawi Kwacha (MK).

**36. Auditors**

36.1 The Auditors of the Company shall be elected and appointed pursuant to a decision of the Shareholders’ meeting in accordance with the Articles of Association.

36.2 In addition to all statements and reports required by law, the Auditors shall prepare annual reports for the Shareholders on the financial position of the Company. These reports shall be submitted to the Company Secretary who shall include them in the notice of the Annual General Meeting.

36.3 Furthermore, the Auditors shall prepare and submit to any Shareholder, at the expense of that Shareholder, any reports as the Shareholder shall reasonably request.

**37. Dividend Policy**

37.1 The Shareholders shall use their respective voting rights in the Company and take such steps as may lie within their respective powers to ensure that the Board shall adopt a Dividend Policy aimed at ensuring the financial viability of the Company.

37.2 Unless otherwise unanimously agreed in writing by each of the Shareholders, the Shareholders shall procure that the Company will declare, make and pay to the Shareholders (subject to cash being available in the Company’s Cashflow for such dividend payment) not later than sixty (60) days after the holding of the Company’s Annual General Meeting approving the audited accounts for that financial year, in respect of their respective holdings of Shares, a cash dividend in respect of each financial year to be determined by the Directors depending on the profits realised by the Company and the need to retain some funds for further investments.

37.3 No Dividend shall be paid out for a year when the Company has incurred a loss, provided that dividends for such year accruing to Preference Shares shall be paid in a subsequent year in which the Company has realised a profit.

**38. Dividends and Reserves**

38.1 Declaration of Dividends

 The final dividends may only be declared by the Company in general meeting on the recommendation of the Directors, but no dividend shall exceed the amount recommended by the Directors.

38.2 Directors’ Power to Declare Interim Dividends

 The Directors may from time to time declare and pay to the members such interim dividends as appear to the Directors to be justified by the profits of the Company. If an interim dividend is paid prior to the publication of the annual accounts, the dividend notice to members will contain a statement of the ascertained or estimated combined net trading profit of the Company or Group for the year, and any abnormal receipts or payments, detailed appropriation of those profits and also particulars of any amounts appropriated from reserves, capital profits, accumulated profits of the past years or other special source, to provide wholly or partly for the dividend.

38.3 Payment of Dividends

38.3.1 No dividend shall be paid otherwise than out of profits and in accordance with the provisions of the Act.

38.3.2 Any dividend or interim dividend shall be expressed to be payable to persons registered at a date subsequent to the date of declaration or date of confirmation of the dividend, whichever is the later, as the holders of the shares in respect of which the dividend is declared, notwithstanding that such persons may not be so registered on the date of the declaration.

38.4 Reserve Fund

 The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company may be properly applied, and pending such applications may, at their 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 may from time to time think fit. The Directors may also, without placing the same to reserve, carry forward any profits which they may think prudent not to distribute.

38.5 Authority to Capitalise and Appropriation of Capitalised Sums

38.5.1 The Directors may, if so authorised by an Ordinary Resolution –

1. decide to capitalise any profits of the Company whether or not they are available for distribution, which are not required for paying a preferential dividend, or any sum standing to the credit of the Company’s share premium account or capital redemption reserve; and

1. appropriate any sum which they so decide to capitalise (a “Capitalised Sum”) to the persons who would have been entitled to it if it were distributed by way of dividend (the “Persons Entitled”) and in the same proportions.

38.5.2 The sums capitalised under Articles 38.5.1 shall be applied

1. on behalf of the Persons Entitled; and

(b) in the same proportions as a dividend would have been distributed to them

38.5.3 Any Capitalised Sum may be applied in paying up new shares of a nominal amount equal to the Capitalised Sum which are then allotted credited as fully paid to the Persons Entitled or as they may direct.

38.5.4 A Capitalised Sum which was appropriated from profits available for distribution may be applied –

* 1. in or towards paying up any amounts unpaid on existing shares held by the Persons Entitled; or

* 1. in paying up new debentures of the Company which are then allotted credited as fully paid to the Persons Entitled or as they may direct.
		1. Subject to these Articles, the Directors may-
			1. Apply Capitalised Sums in accordance with Articles 35.5.3 and 35.5.4 partly in one way and partly in another;
			2. Make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article including the issuing of fractional certificates or the making of cash payments; and
			3. Authorize any person to enter into an agreement with the Company on behalf of all the Persons Entitled which is binding on them in respect of the allotment of shares and debentures to them under this Articles.

38.6 Right to Dividend and Apportionment

 Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect of which the dividend is paid, but no amount paid or credited as paid on a share in advance of calls shall be treated for the purpose of this Article as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid but if any share is issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

38.7 Deduction of Debts Due to the Company

 The Directors may deduct from any dividend or bonus payable to any member all sums of money, if any, presently payable by him to the Company on account of calls or otherwise in relation to the shares (other than fully paid shares) of the Company.

38.8 Distribution of Assets or Shares

38.8.1 Any general meeting declaring a dividend or bonus may direct the payment of such dividend or bonus wholly or partly by the distribution of specific assets and in particular of paid up shares, debentures, or debenture stock in the Company or of any other Company or in any one or more of such ways, and the Directors shall give effect to such resolution; where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient, and in particular may issue and fix the value for fractional certificates and may determine that cash payments shall be made to any members upon the footing of the values so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as may seem expedient to the Directors.

38.8.2 For the purposes of paying non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution -

(a) fixing the value of any assets;

(b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and

(c) vesting any assets in trustees.

38.9 Calculation of Dividends

38.9.1 Except s otherwise provided by these Articles or the rights attached to shares, all dividends shall be-

1. declared and paid according to the amounts paid up on the shares on which the dividend is paid; and
2. apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.

38.9.2 If any share is issued on terms providing that it ranks for dividend as from a particular date that share ranks for dividend accordingly.

38.9.3 For the purposes of calculating dividends, no account shall be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount.

38.10 Payment of Dividends

Where a dividend or other sum is payable in respect of a share, it shall be paid by one or more of the following means—

38.10.1 transfer to a bank or building society account specified by the Shareholder either in writing or as the Directors may otherwise decide;

38.10.2 sending a cheque made payable to the Distribution Recipient by post to the Distribution Recipient at the Distribution Recipient’s registered address, if the Distribution Recipient is a holder of the share, or in any other case, to an address specified by the Distribution Recipient either in writing or as the Directors may otherwise decide;

38.10.3 sending a cheque made payable to such person by post to such person at such address as the Distribution Recipient has specified either in writing or as the Directors may otherwise decide; or

38.10.4 any other means of payment as the Directors agree with the Distribution Recipient either in writing or by such other means as the Directors decide.

38.11 Dividends Payable to Joint Holders

Any one of two or more joint holders may give effectual receipt of any dividend, bonuses or other monies payable in respect of the shares held by them as joint holders.

38.12 Interest

 No dividend shall bear interest against the Company.

38.13. Unclaimed Distributions

 38.13.1 All dividends or other sums which are-

1. payable in respect of share; and
2. unclaimed after having been declared or become payable, may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed

38.13.2 The payment of any such dividend or other sum into a separate account shall not make the Company a trustee in respect of it.

38.13.3 If –

1. Twelve years have passed from the date on which a dividend or other sum became due for payment; and
2. The distribution recipient has not claimed it,

the Distribution Recipient shall no longer be entitled to that dividend or other sum and it shall cease to remain owing by the Company.

38.14.Non-Cash Distributions

38.14.1 Subject to the terms of issue of the share in question, the Company may, by Ordinary Resolution on the recommendation of the Directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value including, without limitation, shared or other securities in any Company.

38.14.2 If the shares in respect of which such a non-cash distribution is paid are Uncertificated, any shares in the Company which are issued as a non-cash distribution in respect of them shall be Uncertificated.

38.14.3 For the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution-

1. Fixing the value of any assets;
2. Paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of recipients; and

1. Vesting any assets in trustees

38.15 Waiver of Distributions

Distribution Recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if-

1. the share has more than one holder; or
2. more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

**39. Notices**

39.1 A notice may be given by the Company to any member either personally or by sending it by post to him or to his/its registered address on the register of members. Any notice shall be in writing and may be given by sending the same in a prepaid letter by post or recorded personal delivery to the member concerned at the address given on the register of members.

39.2 A notice may be given by the Company to joint holders of a share by giving the notice to the joint holder first named in the register of members in respect of the share.

39.3 All members of the Company (including all joint holders of shares and persons entitled to a share in consequence of death, bankruptcy or receivership of a member) shall register with the Company an address in Malawi for the service of notices.

39.4 A notice may be given by the Company to the persons entitled to a share in consequence of death, bankruptcy or receivership of a member by sending it through the post in a letter addressed to them by name or by the title of the representative of the deceased, trustee of the insolvent, receiver of a corporate member or assignee of a member, or by any like description, at the address if any, supplied for the purpose by the persons claiming to be so entitled or (until such address has been supplied) by giving the notice in any manner in which the same might have been given if the death, bankruptcy or receivership had not occurred.

39.5 Notice of every general meeting shall be given in any manner authorised by these Articles to:-

39.5.1 every member of the Company;

39.5.2 every person whom the ownership of a share devolves by reason of his being the legal representative, trustee in bankruptcy, receiver of a corporate member, or assignee of a member having the right to vote where the member, but for his death, bankruptcy or receivership, would be entitled to receive notice of the meeting;

* + 1. every Director of the Company;
		2. the Secretary;

39.5.5 the Auditor for the time being of the Company.

39.5.6 The secretary of the Malawi Stock Exchange at the same time when it is given to members.

39.6 No other person shall be entitled to receive notice of general meetings.

39.7 All members of the Company (including all joint holders of shares and persons entitled to a share in consequence of death, bankruptcy or receivership of a member) shall register with the Company an address in Malawi or outside Malawi for service of notices.

1. **Untraced Members**
	1. The Company shall be entitled to sell any share of a member or any share to which a person is entitled by transmission or bankruptcy if and provided that:
		1. For a period of twelve years no cheque or warrant sent by the Company through the post in a pre-paid letter addressed to the member, or to the person entitled by transmission or bankruptcy, at his address on the register or other the last known address given by the member, or the person so entitled by transmission or bankruptcy, to which cheques, dividends and warrants are to be sent, has been cashed and no communication has been received by the Company from the member, or the person so entitled by transmission or bankruptcy, and during such period at least three dividends in respect of the shares in question have been paid by the Company;
		2. The Company has at the expiration of the said period of twelve years by advertisement in a national daily newspaper given of its intention to sell such shares;
		3. The Company has not during the further period of three months after the date of the advertisement and prior to the exercise of the power of sale received any communication from the member or person entitled by transmission; and
		4. The Company has first given notice in writing to the Malawi Stock Exchange or its successor of its intention to sell such shares.

40.2 To give effect to any such sale as provided in Article 40.1, the Company may appoint any person to execute as transferor an instrument of transfer of such shares and such instrument of transfer shall be as effective as if it had been executed by the registered holder of or person entitled by transmission or bankruptcy to such shares. The Company shall account to the member or other person entitled to such shares for the net proceeds of such shale by carrying all monies in respect thereof to a separate account which shall be a permanent debt of the Company, and the Company shall be deemed to be a debtor and not a trustee in respect thereof for such member or other person. Monies carried to such separate account may either be employed in the business of the Company or invested in such investments (other than shares of the Company) as the Directors may from time to time think fit. No interest shall be payable in respect of the net proceeds and the Company shall not be required to account for any money earned on the same.

**41. Winding Up**

 If the Company is wound up, the liquidator may with the sanction of a special resolution of the Company and any other sanction required in terms of the Act, divide amongst the members in specie or in kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may for such purposes set such values as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the members as the liquidator, with the like sanction, shall think fit.

**42. Declaration of Secrecy**

 Every Director, agent, auditor, secretary, manager and every officer or other person employed in the business of the Company shall before entering upon his duties subscribe to such a declaration as the Directors may from time to time prescribe, engaging themselves to observe a strict secrecy with respect to any matters which come to their respective knowledge in the performance of their duties or exercise of their functions, except only so far as it is necessary for the performance or exercise of their duties