

Certificate No. 30894

THE FEDERAL REPUBLIC OF NIGERIA

THE COMPANIES AND ALLIED MATTERS ACT, ~~2020~~CAP C20,
LFN 2004

COMPANY LIMITED BY SHARES

MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

THE OKOMU OIL PALM COMPANY PLC

=====
Incorporated this 3rd day of December 1979
=====

(Altered by Special Resolution dated this -----day of -----,2021)

**THE FEDERAL REPUBLIC OF NIGERIA
COMPANIES AND ALLIED MATTERS ACT, 20201990**

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

THE OKOMU OIL PALM COMPANY PLC

1. The name of the Company is **"THE OKOMU OIL PALM COMPANY PLC"**.
2. The registered office of the Company will be situated in Nigeria.
3. The objects for which the Company is established are as follows:
 - (a) To develop the Okomu Oil Palm Estate and to carry on business as importers, exporters and distributors of all kinds of agricultural produce including but not limited to oil palm and rubber, either in their raw, semi processed or processed state.
 - (b) To carry on business as proprietors of large scale of agricultural plantations or estates and in particulars as planters, growers and cultivators of oil palm, coconut palm, rubber, cocoa and other tree crops and produce of the soil, and to treat, process, prepare, render marketable, buy, sell and dispose of any such products either in their raw, semi processed or manufactured state and to deal in any product or byproduct derived therefrom.
 - (c) To participate in agricultural agro allied, food processing or similar enterprises and to engage in developing new plantations or managing or provision of technical assistance to existing largescale plantations and other agro allied ventures on behalf of any Government of the Federation (Federal or State including Local Governments) or public or private companies and individuals.
 - (d) To conduct research into all aspects of agriculture and the establishment of plantations in particular, and to carry on business as registrars in all its ramifications howsoever described.
 - (e) To co-operate with other companies, institutions or bodies engaged in similar activities with a view to promoting the development of agricultural projects throughout the Federation.
 - (f) To procure, manage and operate transport services for any purpose of such crops and things within the areas in the sphere of operation of the Company.
 - (g) To ensure that the Company by itself or in co-operation with other institutions or bodies shall afford all practical assistance in the training of Nigerian personnel in the Company in order that in due course, they may play their full part in all departments of the Company's activities.

- (h) To promote the welfare of its employees by providing medical, recreational, sanitary and other facilities.
- (i) To enter into or procure contracts for the manufacture, construction, purchase or otherwise deal in importation, of any equipment, vehicles, gear or any property whatsoever for the efficient performance of its activities.
- (j) To acquire, build, construct, maintain, alter any land, building, offices, factories, mills, works, roads, railways, machinery, engines, walls, fences and to clear sites for the same or to join with any other person, body or company in doing any of the aforesaid things in the promotion of the affairs of the Company.
- (k) To improve, manage, develop, exchange, let or lease or otherwise mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of or otherwise deal with all or any of the properties, rights and privileges of the Company.
- (l) To invest and deal with the monies of the Company not immediately required in such shares or upon such securities and in such manners as may from time to time be determined by the Company.
- (m) To borrow or raise money in such manner as the Company shall think fit and in particular by the issue of debentures and debenture stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon the whole or any part of the Company's property or asset (whether present or future), including its uncalled capital and also by a similar mortgage charge or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.
- (n) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (o) To enter into any arrangements with any governments or authorities (State, Local, Municipal or otherwise) or any companies, firms or persons that may seem conducive to the attainment of the Company's objectives or any of them and to obtain from any such government, authority, company, firm or person, contracts, rights, privileges and concessions which the Company may think desirable to carry out, exercise and to comply with any such contracts, right, privilege and concessions.
- (p) To do all such other things as may be deemed incidental or conducive to the attainment of the above objectives, or any of them.

And it is hereby declared that the objects specified in each of the paragraphs of this Memorandum of Association shall be regarded as independent objects and accordingly shall in no wise be limited to or restricted (except where otherwise expressed in such paragraphs) by reference to or interference from the terms of any other paragraph, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and distinct Company.~~It is hereby expressly declared that such sub-clause of the previous clause of any of these objectives shall be construed~~

~~independently of the other sub-clauses thereof and that none of the objectives mentioned in any sub-clause thereof shall be deemed to be merely a subsidiary to the objectives mentioned in any sub-clause.~~

PROVIDED ALWAYS that nothing contained in this Memorandum of Association shall be deemed to authorize the Company to carry on or engage in the business of banking, or to act as stock or share brokers and dealers.

4. The Company is a Public Limited Company.

4.5. The Liability of the Members of the Company is limited by shares.

5.6. The share capital of the Company is ₦600,000,000 divided into 1,200,000,000 ordinary shares of 50kobo each. The shares in the original or increased capital may be divided into several classes and there may be attached thereto respectively any preferential, deferred or other qualified or special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

Commented [B&I1]: Please note that it appears that the concept of "Authorised Share Capital" has been abolished in CAMA 2020 and replace with Issued Share Capital. This position is supported by the provision of Section 13 of the Companies Regulation 2021

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

| S/N | NAME ADDRESS AND DESCRIPTION OF SUBSCRIBERS | NO OF SHARES TAKEN BY EACH SUBSCRIBER | SIGANTURE |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|-----------|
| 1. | Mr. George Adeyemi Fatoye , Permanent Secretary, Federal Ministry of Agriculture and Water Resources, Lagos | | SIGNED |
| 2. | Alhaji Muhammed Liman Director, Federal Department of Agriculture Lagos | | SIGNED |
| 3. | Mr. Michael Molo Toluhi Secretary for Finance and Administration (I), Federal Ministry of Agriculture Lagos | | SIGNED |
| 4. | Mr. George Njokammalwegbu Secretary for Finance and Administration (II), Federal Ministry of Agriculture and Water Resources, Lagos | | SIGNED |
| 5. | Chief Agboruwa Gideon Nesima Secretary for Finance and Administration Department of Finance, Ministry of Finance and Establishments, Benin City | | SIGNED |
| 6. | Mr. George Exealzah Chief Agricultural Officer, Ministry of Agriculture and Nature, Resources, Benin City | | SIGNED |
| 7. | Mr. Emmanuel MaundeyUwadia Secretary to the Local Government, Ovia Local Government, Igboobazuwa, Bendel State | | SIGNED |
| 8. | Mr. GilberPitrebrois General Manager, Socfin Consultant Services Lagos | | SIGNED |

Commented [B&I2]: The Company should complete this column.

Witness to the above signature:

Name:

Address:

Occupation:

THE FEDERAL REPUBLIC OF NIGERIA
COMPANIES AND ALLIED MATTERS ACT, 2020CAP C20, LFN 2004

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

THE OKOMU OIL PALM COMPANY PLC

~~(Altered by Special Resolution dated this ---- day of ----, 2020)~~

1. The words standing in the first column of the following table shall bear the meaning set opposite to them respectively in the second column thereof if not inconsistent with the subject or context.

| <u>Words</u> | <u>Meaning</u> |
|---------------|--------------------------------------------------------------------------------------------|
| The Act | The Companies and Allied Matters Act, <u>2020</u> (" <u>CAMA</u> ") Cap C20, LFN 2004. |
| The Company | THE OKOMU OIL PALM COMPANY PLC |
| Articles | This Articles of Association or any amendments thereto. |
| Board | The Board of Directors of the Company for the time being for the time being . |
| Board Meeting | A meeting of the Board. |
| Business | The objects of the Company as described in the Memorandum of Association of the Company. |
| Director | ADirector of the Company for the time being, and Directors shall be construed accordingly. |
| Member | A registered member or shareholder of the Company. |
| The Office | The registered office for the time being of the Company or the time being . |
| The Seal | Common seal of the Company |

| | |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Nigeria | The territories for the time being comprised in the Federal Republic of Nigeria. |
| Dividend | Includes bonus |
| The Auditors | The auditors for the time being of the Company or the time being |
| Month | Calendar month |
| The Management Agreement | The agreement signed between the Company and the Management Consultants of the Company's business |
| Secretary | Any person <u>or firm</u> appointed to perform the duties of a Company Secretary |
| Technical Partner | INDUFINA S.A or its successor-in-title. |
| Public | Persons other than the Directors of or employees of the Company. |
| Accounting Standards | The accounting standards prescribed by the Financial Reporting Council of Nigeria ("FRCN"), including the standards and interpretations approved by the FRCN. |
| SEC Rules | The Securities and Exchange Commission Rules, 2013 and its amendments <u>thereto</u> . |

SHARE CAPITAL

2. The shares in the original capital may be divided into several classes and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

SHARES

3. All the shares of the Company whether in respect of the original capital or any increased capital shall be under the control of the Directors, who subject to the provisions of the Company's Memorandum of Association or in these Articles contained, may allot same to such persons as they think fit and subject to the provisions of the CAMA and SEC Rules.
4. The Company may from time to time issue classes of shares. It shall be the responsibility of the Directors to determine the classes of shares to be issued. All the rights attached to each particular class of shares shall be specified in the terms of issue but may be varied in accordance with Article 64 below and the provisions of Section 16641 of the Act.

5. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any share in the Company may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, return of capital or otherwise, as the Company may from time to time, by ordinary resolution determine.
6. The rights attached to any class of shares may, whether or not the company is being wound up, be varied:
 - (a) With the consent in writing of the holders of three-quarters of the issued shares of the class; or
 - (b) With the sanction of a special resolution passed at a separate general meeting of the holders of that class of shares.
7. 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 *pari passu* with them.
8. If by the conditions of allotment of any shares the whole or part of the amount or issue price thereof shall be payable by installments, every such installment when due shall be paid to the Company by the person who for the time being is the registered holder of the shares or his executors or administrators or other legal personal representative.
9. The Director may make arrangements on the issue of shares in the amount of calls to be paid at the time of payment of such calls.
10. If the Company at the time proposes to issue any of its shares, the Directors may exercise any powers as to payment of commission conferred on the Company by law but note that the commission shall not exceed ten (10%) percent of the shares in each case to be issued.
11. The joint holders of a share shall be severally as well as jointly liable for the payment of all installments and calls due in respect of such shares.
12. Save as herein otherwise provided, the Company shall be entitled to treat the registered holder of any shares as the absolute owner thereof and accordingly shall not act otherwise, except it is ordered by a Court of Competent jurisdiction.
13. ~~Any preference shares issued by the Company whether in the original or any increased capital may shall be issued with a right to redemption out of profits or out of a fresh issue of shares made for the purpose of such redemption, if liable to be so redeemed at the option of the Company and the Director may, subject to the condition prescribed in the terms of issue or in this Articles provisions of Section 122 of the Act, exercise such powers in any manner they may deem fit.~~
14. The Company shall cause to be kept a register of members in accordance with Section ~~1098~~ of the Act.

Commented [B&I3]: Section 147 CAMA prohibits issuance of preference shares which are irredeemable but permits redemption subject to fulfilment of certain conditions

CERTIFICATE

Issue of Share Certificate

15. The certificate of title to shares shall be issued under the Seal of the Company (where available) or otherwise signed as a deed, and shall bear bearing the signatures of one Director and the Secretary or some other person appointed by the Directors.
16. Every member shall be entitled to one Certificate for the shares registered in his name or if the Directors so approve (upon paying such fee as the Directors may ~~from time to time~~ determine) to several certificates, each for one or more of such shares, and the Company shall complete such certificates within two months after allotment, or within three months after the date on which a transfer thereof has been lodged with the Company in compliance with Section 17146 of the Act.
17. The certificate of shares registered in the names of two or more persons shall be delivered to the person first named in the Register.

Replacement of Lost, Worn-Out or Damaged Certificates

18. If any certificate be worn out or defaced then, upon production thereof to the Directors, they may order the same to be cancelled, and may issue a new certificate in lieu thereof and if any certificate be lost or destroyed then, upon proof thereof to the satisfaction of the Directors, and on such indemnity as the Directors deem adequate being given, a new certificate in lieu thereof shall be given to the party entitled to such new certificate in respect of the lost or destroyed one without charge.

Payment of Account of Every Call

19. The Directors may, ~~from time to time~~, make such call as they think fit upon the member in respect of all monies unpaid on the shares held by them respectively, not by the conditions of allotment thereof made payable at a fixed time and such members shall pay the amount of every call so made on him to the persons and at the time and place appointed by the Director. A call may be made payable by installments, and such be deemed to have been made when the resolution of the Directors authorizing such call was passed.
20. Twenty-One days' notice of any call shall be given specifying the time and place of payment and to whom such call shall be paid, provided that before the time for payment of such call, the Directors may, by notice in writing to the members revoke the same or extend the time for payment thereof.
21. If by the terms of issue of any share, or otherwise, any amount is made payable at any fixed time or by installments at a fixed time, whether on account of the amount of the share or by way of premium, every such amount or installment shall be payable as if it were a call duly made by the Directors and or which due notice had been given, and all the provisions herein contained in respect of calls shall relate to such amount or installment accordingly.
22. If the sum payable in respect of any call or installment is not paid on or before the day appointed for payment thereof, the holder for the time being of the share in respect of which the call shall have been made or if the installment shall be due, shall flag interest at the same rate of six per cent (6%) per annum or at such other rate as the directors may determine from the

day appointed for the payment thereof to the time of the actual payment. Provided that the interest rate at any time so fixed shall not exceed the current bank rate per annum.

23. At the hearing of any action for the recovery of any money due for any call, it shall be sufficient to prove that the name of the member sued is entered in the register as the holder, or one of the holders of the shares in respect of which such debt accrued, that the resolution making the call is duly recorded in the Minutes Book; and that notice of such call was duly given to the member sued, in pursuance of these presents; and it shall not be necessary to prove the appointment of the Directors who made such call, nor any other matters whatsoever but the proof of the matters aforesaid shall be conclusive evidence of the debt.

Payment of Amount Uncalled

24. 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 (until same would but for such advance, become payable) pay interest at such rate not exceeding (unless the Company in general meeting shall otherwise direct) the current bank rate per annum as may be agreed upon between the Directors and the member paying such sum in advance.

TRANSFER AND ALLOTMENT OF SHARES

Transfer to be in Common Form

25. Subject to the restriction of these Articles as may be applicable, any member may transfer all or any of his shares by instrument in writing, which shall include electronic instrument of transfer, in the usual common form provided by the Act. Such transfer shall be signed by or on behalf of the transferor and transferee, and the transferor shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof.

Registration of Transfer of Shares and other Documents Relating to Shares

26. No fee shall be payable in respect of the registration of any transfer in the register of members.

Declaration to Accompany Transfer

27. Every such transfer of shares shall be accompanied by a declaration in writing, signed by the transferee, stating his/her/its capacity to purchase shares in the Company.

Instrument of Transfer to be Acted upon until Revoked in Writing

28. The authority to sign instruments of transfer granted by members for the purpose of transferring shares which may be lodged, produced or exhibited with or in the Company at any of its offices shall be between the Company and the grantor of such authority and the Company may allow the same to be acted upon, till such time as express notice in writing of the revocation of the authority shall have been given and lodged at the Company's office whereat the authority was lodged, produced and exhibited. The Company shall not be bound to allow the exercise of any company related matter by an agent on behalf of a member unless a duly certified copy of such agent's authority has been deposited with the Company.

Transfer of Shares inter vivos

29. The Directors may, in their absolute discretion and without assigning any reason decline to register the transfer of a share (not being a fully paid share), and they may also decline to register the transfer of a share on which the Company has a lien.
30. The Directors may also decline to recognize any instrument of transfer unless: -
 - (a) The instrument of transfer is accompanied by the certificate of the shares to which it relates and such other evidence as the Director may reasonably require to show the right of the transferor to make the transfer; and
 - (b) The instrument of transfer is in respect of only one class of shares.

The Director shall also refuse to register all forms of transfer of share which does not contain a declaration as contained in Article ~~287~~.

31. If the Company refuses to register a transfer of any shares, it shall (through the Board), within two months after the date on which the transfer was lodged with it, send to the transferee, a notice of such refusal.
32. All instruments of transfer which shall be registered may be retained by the Company. Any instrument of transfer which the Directors may decline to register shall be returned to the transferee, unless the Directors suspect fraud.

Closure of Transfer Books

33. The Directors shall have the power on giving seven (7) days' notice by advertisement to close the transfer books of the Company for such period or periods of time not exceeding in the whole thirty (30) days in each year.

TRANSMISSION OF SHARES

Right of executors and Administrations of Shares of Deceased Holder

34. In the case of the death of a member, the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a sole holder, shall be the only persons recognized by the Company as having any title to the shares. Nothing herein contained shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share which had been solely or jointly held by him.
35. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as may ~~from time to time~~ be required by the Directors, and subject to 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 holder thereof; but the Company 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 or bankruptcy, as the case may be.

36. Any person becoming entitled to share in consequence of the re-organisation or reconstruction of any corporation or association upon producing such evidence that he sustains the character in respect of which he proposes to act under this clause, or of this title as the Directors think sufficient, may with the consent of the Directors (which they shall not be under any obligation to give) be registered as a Member in respect of such shares, or may, subject to the regulation as to transfer herein contained, transfer such shares.
37. If the person so becoming entitled shall elect to be registered himself, he shall deliver 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. All the 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 or bankruptcy of the member had not occurred and the notice of transfer were a transfer signed by that member.
38. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall be entitled to any dividend and other advantages to which he would be entitled if he were the registered holder of same, except that he shall not before being registered as a member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company.
39. The Company shall accept and register every probate, letters of administration, certificate of death or marriage, Power of Attorney or other instrument without charge.

FORFEITURE AND LIEN

Non-Payment on Call or Installment in Respect Thereof

40. If any member fails to pay any call or installment on or before the day appointed for the payment of same, the Director may at any time, thereafter, during such time as the call or installment remains unpaid, serve a notice on such member requiring him to pay the same, together with any interest that may have accrued and all expenses that may have been accrued by the Company by reason of such non-payment.

Forfeiture of Shares for Non-Payment on Call

41. The notice shall ~~name-state~~ a day (not being less than fourteen days from the date of the notice) and a place or places at which such call or installment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time and the place appointed, the shares in respect of which the call was made or installment is payable shall be liable to be forfeited.
42. 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 anytime thereafter, before payment of all calls or installments, interest and expenses due in respect thereof, be forfeited by a resolution of the Directors to the effect. Such forfeiture shall include all dividends declined in respect of the forfeited share and not actually paid before the forfeiture.

43. When any share shall have been so forfeited, notice of the resolution shall be given to the member in whose name it stood, immediately prior to the forfeiture and an entry of the forfeiture, with the date thereof, shall be made in the register.
44. Any share so forfeited shall be deemed to be the property of the Company and the Directors may sell, re-allot and otherwise dispose of same in such manner as they think fit.
45. The Directors may, at anytime before any share so forfeited shall have been sold, re-allot or otherwise dispose of, annul the forfeiture thereof upon such conditions as they think fit.
46. Any member whose shares shall have been forfeited shall, notwithstanding, be liable and forthwith pay to the Company, all calls, Installments, interests and expenses owing upon or in respect of such shares at the time of the forfeiture, together with interest thereon from the time of forfeiture until payment, at the rate of six per cent (6%) per annum and the Directors may enforce the payment of such monies or any part thereof if they think fit, but shall not be under any obligation to do so.

Company to Have a Lien on Shares not fully paid

47. The Company shall have a first and paramount lien upon all the shares registered in the name of each member (whether solely or jointly with others), and upon the proceeds of sale thereof for his debts, liabilities and engagements, solely or jointly with any other person, to or with the Company, whether the period for the payment, fulfillment or discharge thereof shall have actually arrived or not and such lien shall extend to all dividends from time to time declared in respect of such shares and any bonus shares issued in relation to such shares. Unless otherwise agreed, the registration of a transfer of such shares shall operate as a waiver of the Company's lien, if any, on such shares.

Enforcement of Lien and Sale after Forfeiture

48. For the purpose of enforcing such lien, the Directors may sell the shares subject thereto in such manner as they think fit; but no sale shall be made until notice in writing of the intent to sell shall have been made and served on such member or his executors or administrators and default shall have been made by him or them in the payment, fulfilment or discharge of such liabilities of engagements for ~~seven-fourteen~~ (14) days after such notice.
49. The net proceeds of any such sale after payment of the cost of such sale shall be applied in or towards the satisfaction of the debts, liabilities or engagements of such members and the residue (if any) paid to him, his executors, administrators or assigns.
50. Upon any sale after forfeiture or for enforcing a lien, in purported exercise of the powers hereinbefore given, the Directors may appoint some person to execute an instrument of transfer of the shares sold and cause the purchaser's name to be entered in the register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings or; to the application of the purchase money, and after his name has been entered in the register in respect of such shares, the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

Fully paid Shares to be Free from a Transfer Restrictions and Lien

51. Save as hereinafter otherwise provided, all fully paid shares shall be free from any restriction on the right of transfer and shall also be free from all lien, except as otherwise prescribed by the operation of the law.

Issue of New Certificate upon Failure to Deliver Certificate of forfeited Shares

52. When a share is forfeited and the certificate thereof is not delivered up to the Company, the Directors may issue a new certificate ~~for~~ the share, distinguishing it as they deem fit from the certificate not delivered up.

INCREASE, REDUCTION AND ALTERATION OF CAPITAL

Company may increase its Share Capital

53. The Company ~~may~~ in General Meeting ~~may from time to time~~ increase ~~the its issued~~ capital by the creation ~~of and allotment of~~ new shares of such amount as may be deemed expedient.

Shares to be Offered to Member.

54. The Company may at any General Meeting at which the ~~share~~ ~~Capital~~ is increased direct that the new shares or any of them shall be offered in the first instance either at par or at a premium ~~or subject to the provisions of section 121 of the Act, at a discount~~ to all or any class of the shareholders of the Company for the time being in such proportion as the General ~~Meeting~~ shall direct, or give any other directives as to the issue of the new shares. In default of any such directions or so far as same shall not extend, the new shares shall be at the disposal of the Directors.

Commented [B&I4]: Pursuant to section 146 of the Act, it is unlawful to issue shares at a discount.

55. Except so ~~far~~ as otherwise provided by the conditions of issue, any capital raised by the ~~creation allotment~~ 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 instruments, transfer and transmission, forfeiture, lien, surrender and otherwise.

Reduction and Alteration of Share Capital

56. The Company may from time to time, by special resolution, reduce its capital and any capital redemption reserve fund in any manner subject to any authorization and consent required by law and the company may also, by ordinary resolution, sub-divide or consolidate its shares or any of them, or cancel shares which have not been taken up or agreed to be taken up by any person, and the Directors may, subject to the provision of the Decree, accept surrender of shares.
57. The resolution whereby any share is subdivided may determine that as between the holders of the shares resulting from such sub-division, one or more of such shares shall have some preference or special advantage as regards dividend, capital, voting or otherwise over as compared with others.

PURCHASE OF OWN SHARES

Acquisition of Shares

58. The Company may purchase its own shares (including any redeemable shares), subject to compliance with the provisions of the Act and any other law applicable to the Company including any rules and regulations made pursuant thereto. In this regard, the Company may purchase its shares from:

- a) existing shareholders or security holders on a proportionate basis;
- b) the existing shareholders in a manner permitted pursuant to a scheme of arrangement sanctioned by the court;
- c) the open market;
- d) purchasing the securities issued to employees of the Company pursuant to a scheme of stock option or any other similar scheme; and
- e) any other source as may be permitted under relevant laws.

59. The Company shall not hold more than 15% of the issued share capital of any class of its share. Provided that where the Company holding exceeds the prescribed 15%, it shall within twelve (12) months from the date of the holding reissue, cancel or reissue and cancel such number of shares that will ensure that the Company holds not more than 15% of its issued share capital of any class of its shares upon the completion of the transaction.

60. Payment for the share buyback shall be made from the distributable profits of the Company.

61. The Company shall not exercise any right in respect of the shares (including any right to attend or vote at meetings) and any purported exercise of such a right shall be void. No dividend shall be paid, and no other distribution (whether in cash or otherwise) of the Company's assets (including any distribution of assets to members on a winding up) shall be made to the Company, in respect of the shares.

MEMORANDUM AND ARTICLES OF ASSOCIATION

~~58-62.~~ Copies of the Memorandum and Articles of Association of the Company as referred to in Section ~~47~~² of the Act shall be furnished by the Company to every Member at his request upon the payment of ~~N20~~ (Twenty Naira) or such lesser sum as the Company may prescribe.

BORROWING POWERS

Borrowing Powers of the Directors

~~59-63.~~ The Directors may from time to time, at their discretion, borrow or secure the payment of any sum or sums of money for the purposes of the Company.

~~60-64.~~ The Directors may raise or secure the repayment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit, and, in particular by the issue of bonds, perpetual or redeemable debentures or debenture stock or any mortgage, charge or other security on the undertaking on the whole or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

~~64-65.~~ Debentures, debenture stock, bonds or other securities may be made Assignable, free from any equities between the Company and the person to whom same may be issued.

Commented [B&I5]: If the Company so wishes, it may increase this sum provided it does not exceed the sum of N500 (five hundred Naira).

62-66. Any debentures, debenture stock, bonds or other securities may be issued at a ~~discount~~, premium or otherwise and with any special privileges as to the redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of Directors and otherwise.

Payment for Personal Liabilities Incurred on Behalf of the Company

63-67. If the Directors or any of them or any other persons shall become personally liable for the payment of any sum primarily due from the Company, the Directors may execute or cause to be executed any mortgage, charge or security over or affecting the whole or any part of the assets of the Company by way of indemnity to secure the Directors or persons so becoming liable as aforesaid from any loss in respect of such liability.

GENERAL MEETING

Annual and Extraordinary General Meeting

64-68. A General Meeting shall be held once in every calendar year at such time, not being more than fifteen (15) months after the holding of the last preceding General Meeting and at such place as may be determined by the Directors, provided that such meetings are held within Nigeria for the purpose of receiving and considering the profit and loss account, the balance sheet and the reports of the Directors and Auditors, election of Directors (if necessary), appointment of Auditors and to declare dividends. Such general meeting shall be called "Annual General Meeting" and all other meetings of the Company shall be called "Extraordinary General Meetings" and both types of general meetings must be held with Nigeria.

Requisition of General Meeting

65-69. The Directors may, whenever they think fit, convene an Extraordinary General Meeting and they shall, on the requisition of members of the Company representing not less than ten (10) members of such of the paid-up capital of the Company as at the date of the requisition carrying the right of voting at general meetings, forthwith proceed to convene an extraordinary meeting of the Company and in the case of such requisition, the following provisions shall have effect.

- a) The requisition must state the objects of the meeting and must be signed by the requisitionists and deposited at the office and may consist of several documents in like form each signed by one or more of the requisitionists.
- b) If the Directors do not, within twenty-one (21) days from the date of requisition being so deposited, proceed to convene a meeting, the requisitionists, or any of them representing more than one half of the total voting rights of all of them may themselves convene the meeting, provided that any meeting so convened shall not be held after the expiration of three (3) months from the date of such deposit.
- c) In the case of a meeting at which a resolution is to be proposed as a special resolution, the Directors shall be deemed not to have duly convened the meeting if they do not give such notice as is required by Section 2417 of the Act.

Mode of Convening Annual and Extraordinary General Meeting

~~66-70.~~ The notice period required to convene any general meeting of the Company shall be twenty-one days from the date on which the notice was sent out and same shall specify the place, day and hour of meeting and in case of special business, the general nature of such business shall be given to the members by notice sent by post, email or otherwise served as hereinafter provided. The Company shall also advertise a notice of any such meeting in at least two national daily newspapers pursuant to Section ~~246~~22 of the Act.

71. The accidental omission to give notice of any meeting to or the non-receipt of any such notice by any of the members shall not invalidate any resolution passed at any such meeting.

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

(i) in the case of a meeting called as the Annual General Meeting, by all the Members entitled to attend and vote thereat; and

(ii) 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 ninety five percent (95%) in nominal value of the shares giving that right.

Type of Business Transacted at Meetings

~~67-73.~~ All business transacted at an Annual General Meeting, other than business listed in Section ~~238~~4 of the Act shall be deemed special.

PROCEEDINGS AT GENERAL MEETINGS

Quorum

~~68-74.~~ Save as herein otherwise provided, ten (10) members present in person or proxy shall be a quorum for general meeting and no business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

~~69-75.~~ If within half an hour from the time appointed for the meeting, a quorum is not present at the meeting, if convened upon such requisition as aforesaid, it shall be dissolved but 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, time and place which shall be duly communicated by the Directors to the shareholders. If at such adjourned meeting a quorum is not present, the meeting shall be dissolved without further adjournment.

~~70-76.~~ The Chairman of the Board of Directors shall be entitled to take the chair at every general meeting. If there is no Chairman or if at any meeting, the Chairman is not present within fifteen minutes after the time appointed for holding such meeting or is unwilling to act, the Directors present shall choose a Chairman, and in default of their doing so the members present shall choose one of the Directors to be Chairman. If no Director present be willing to take the chair, the members present shall choose one of their number to be Chairman.

Commented [B&I6]: Please note that the business to be transacted at AGM now include disclosure of remuneration of managers of a company.

~~74-77.~~ Every question submitted to a meeting shall be decided, in the first instance, by a show of hands and in the case of an equality of votes the Chairman shall both on a show of hands and on a poll have a casting vote in addition to the vote or votes to which he may be entitled as a member.

~~72-78.~~ (1) At any general meeting, a resolution put to vote 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

- (a) The Chairman, where he is a shareholder or proxy;
- (b) At least ~~three~~ (3) members present in person or by proxy;
- (c) Any member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
- (d) A member or members holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to nothing less than one-tenth of the total sum paid on all the shares conferring that right.

(2) Unless a poll is so demanded, declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the company, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, the resolution.

~~73-79.~~ If a poll is demanded as aforesaid, it shall be taken in such manner and at such time and place as the Chairman of the meeting directs and either at once or after an interval adjournment and the result of the poll shall be deemed to be the resolution of the meeting which the poll was demanded. The demand for a poll may be withdrawn in case of any dispute as to the admission or rejection of a vote, the Chairman shall determine same and such determination made in good faith shall be final and conclusive.

~~74-80.~~ The Chairman of a general meeting may, with the consent of the meeting, adjourn the same 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.

~~81.~~ The demand of a poll shall not prevent the continuance of a meeting or the transaction of any business other than the questions on which a poll has been demanded. No poll shall be demanded, on the election of a Chairman of a meeting and a poll demanded on a question of adjournment shall be taken at the meeting without adjournment.

VOTE OF MEMBERS

Voting Rights of any Member Present in Person or by Proxy.

~~75-82.~~ On a show of hands, every member present in person or by proxy shall have one vote and upon a poll every member present in person or by proxy shall have one vote for every share held by him. Where a corporation being member is present by a proxy who is not a member such proxy shall be entitled to vote for such corporation on a show of hands. If any member be a lunatic or

a member of unsound mind, he may vote by his committee or curator bonis or other legal curator.

~~76-83.~~ Any person entitled under the transmission clause to transfer any shares may vote at any general meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that forty-eight (48) hours at least before the time of holding the meeting or adjourned meeting as the case may be, at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares, unless the Directors shall have previously admitted his right to vote at such meeting in respect thereof.

Vote of Joint Holders

~~77-84.~~ Where there are joint registered holders of any share, anyone of such persons may vote at any meeting, either personally or by proxy in respect of such share as if he were solely entitled thereto; and if more than one of such joint holders be present at any meeting, personally or by proxy, that one of the said persons so present whose name stands first on the register in respect of such share shall alone be entitled to vote in respect thereof, where there are several executors or administrators of a deceased member in whose sole name any share stand, any of such executors or administrators may vote in respect of such shares unless any other of such executors or administrators is present at the meeting at which such vote is tendered and objects to the vote.

~~78-85.~~ Votes may be given either personally or by proxy, or in the case of a company, by a representative duly authorized under Section ~~254~~30 of the Act. A proxy need not be a member of the Company.

Proxy to be appointed in Writing

~~79-86.~~ The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorized in writing of if such appointor is a corporation, under its Common Seal or the hand of its attorney.

~~80-87.~~ The instrument appointing a proxy and the power of attorney (if any) under which it is signed, or an office copy or notary certified copy thereof, shall be deposited at the office not less than forty-eight (48) hours before the person named in such instrument purports to vote in respect thereof, but no instrument appointing a proxy shall be valid after the expiration of twelve (12) months from the date of its execution.

~~84-88.~~ A vote in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal or revocation of the proxy or transfer of the shares in respect of which the vote is given, provided no intimation in writing of the death, revocation or transfer shall have been received at the office or by the Chairman of the meeting before the vote is given.

Form of Appointing of Proxy

~~82-89.~~ Every instrument of proxy, whether for a specified meeting or otherwise, shall as nearly as circumstance will admit, be in the form as provided by the Secretary.

Appointment of Representative by Government or Corporation

~~83-90.~~ Any Government that is a member of the Company may by an instrument in writing authorize one of its representatives at any General Meeting of the Company and any member, being a Corporation, may by resolution of its directors or other governing body authorize any of its officials or any other person to act as its representative to exercise the same functions on behalf of such Government or Corporation as if he had been an individual shareholder of the Company.

~~84-91.~~ No member shall be entitled to be present, or to vote on any question, either personally or by proxy or as proxy for another member, at any general meeting or upon a poll or be reckoned in a quorum whilst any call or other sum shall be due and payable to the Company in respect of the shares of such member.

DIRECTORS

Appointment and Nomination of Director

~~92.~~ Until otherwise determined by a general meeting, the member of Directors shall ~~neither~~ be less than five nor more than twelve, comprising ~~of~~ at least ~~one~~ three (3) Independent Non-Executive Directors.

~~93.~~ An "independent director" for this purpose means a director of the Company who, or whose relatives either separately or together with him or each other, during the two (2) years preceding the time in question -

(a) was not an employee of the Company;

(b) did not -

(i) make to or receive from the Company payments of more than ₦20,000,000 (Twenty Million Naira); or

(ii) own more than a 30% share or other ownership interest, directly or indirectly, in an entity that made to or received from the Company payments of more than the amount stated in subparagraph (i) or act as a partner, director or officer of a partnership or company that made to or received from the Company payments of more than such amount;

(c) did not own directly or indirectly more than 30% of the shares of any type or class of the Company, and

(d) was not engaged directly or indirectly as an auditor for the Company.

~~85-94.~~ Any Director may, from time to time, appoint any person who is approved by the majority of the Directors or alternates or substituted Directors, to be an alternate or substitute Director. The appointee, while he holds office as an alternate Director, shall be entitled to notice of meetings of the Directors and to attend and vote thereat as a Director. Any appointment so made may be revoked at anytime by the appointor or by a majority of the other Directors, and any

Commented [B&I7]: Please note that a person appointed as a director of a public company must not be a director in more than five (5) public companies. As such, it is important that such disclosure is made by a prospective director prior to his/her appointment.

Commented [B&I8]: Pursuant to section 275 of the Act, public companies are now required to have atleast three Independent Directors

appointment or revocation under this clause shall be effected by notice in writing to be delivered to the Secretary.

Remuneration

~~86-95~~. The Directors shall be paid out of the funds of the Company, such remuneration or allowances for the performance of their duties, as the Company in general meeting may from time to time determine. The Directors shall also be entitled to the repayment of all expenses reasonably incurred by them in the performance of their duties during their tenure on the Board.

~~87-96~~. If any Director, being willing, shall be called upon to perform extra services, or to make any special exertion in making necessary travels in and outside of Nigeria or otherwise for any of the purpose of the Company, the Company may remunerate such Director, either by a fixed sum of or by a percentage of profits or otherwise as may be determined by the Directors and such remuneration may be either in addition to or in substitution for the remuneration above provided.

Number of Directors not to fall below Minimum

~~88-97~~. The continuing Directors may act as at any time notwithstanding any vacancy in their body, provided always that in the event that the number of Directors shall at any time be less than the minimum as prescribed by law or ~~in prescribed with~~ these Articles, it shall be lawful for the continuing Director to act as for the purpose of filling up vacancies in their body or of summoning a General Meeting of the Company for any other purpose.

Vacation of Office

~~89-98~~. The office of a Director shall ipso facto be vacated:

- (a) If he becomes bankrupt.
- (b) If he is found to be of unsound mind.
- (c) If he absents himself from the meeting of the Directors for a continuous period of six months without special leave of absence from the Directors and the Board resolves that his office be vacated.
- (d) If by notice in writing, to the Company, he resigns his office.
- (e) If he becomes prohibited from being a Director by reason of any order made under section ~~28054~~ of the Act or any other law for the time being in force.

Retirement

~~90-99~~. At every annual general meeting of the Company, one-third of the Directors shall retire from office but shall be eligible for re-election. The Directors to retire in every year shall be those who have been the longest in office since their last election, but as between persons who became

Directors on the same day, those to retire shall (unless otherwise agreed among themselves) be determined by lot.

~~94-100.~~ The Company in general meeting may, subject to the provisions of these presents, from time to time, appoint new Directors and may increase or reduce the number of Directors in office in line with the provision of Article ~~9286~~ on the number of Directors of the Company.

Re-election of retiring Directors

~~92-101.~~ The Company at any general meeting at which any Director retires in the manner aforesaid may fill up the vacated offices by electing a like number of persons to be Directors and without notice in that behalf may fill up any other vacancies.

~~93-102.~~ If at any meeting at which the election of Directors ought to take place, the vacancy of the retiring Directors or some of them are not filled up, the retiring Directors or such of them as have not had their vacancies filled up shall, if willing to act, be deemed to have been elected unless at such meeting, it is resolved not to fill up the vacated office or offices.

Removal of Director from Office

~~94-103.~~ The Company may by Ordinary Resolution remove any Director, (including a Managing Director but without prejudice to any claim for breach of contract) before the expiration of his period of office and appoint another to hold office during such time only as the Director, in whose place he is appointed, would have held the same if he had not been removed.

DUTIES OF DIRECTORS

~~95-104.~~ The Directors may meet together for the dispatch of business, adjourn, and otherwise regulate their meetings and proceedings, as they think fit, provided there is a quorum of five ~~(5)~~ Directors, either present in person or by appointed alternates, of which one must be a Director representing the Technical Partners and another two (2) from among the Nigerian shareholders.

~~96-105.~~ Two ~~(2)~~ Directors at any time and the Secretary upon the request of two ~~(2)~~ Directors, shall convene a meeting of Directors. Each Director shall be sent a copy of the Minutes of every meeting of Directors.

~~97-106.~~ The Directors may elect a Chairman for their meetings and determine the period for which he is to hold office but if no such Chairman is elected, or if at any meeting the Chairman is not present at the time appointed for the holding of same, the Directors present shall choose someone of their number to be the Chairman of such meetings.

~~98-107.~~ A meeting of Directors at which a quorum is present shall be competent to exercise all or any authorities, powers and discretions by or under the regulations of the Company for the time being vested in or exercisable by the Directors generally.

~~99.~~ ~~(i)~~ The Directors may delegate any of their powers to committees consisting of such ~~member~~~~member~~

~~(a)~~ ~~or~~ members of their body as they think fit and may from time to time revoke such delegation. Any Committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed upon it by the

Directors. The meetings and proceedings of any such committee consisting of two ~~(2)~~ or more members shall be governed by the provisions herein contained or regulating the meetings and proceedings of the Directors as far as the same are applicable thereto and are not superseded by any regulation made by the Directors under this clause.

~~(b)~~ (b) a Committee may elect a Chairman of its meetings. If no such Chairman is elected or if ~~at~~ any meeting the Chairman is not present within five ~~(5)~~ minutes after the time appointed for holding the same, the members present may choose one of their number to be Chairman of the meeting.

~~(c)~~ (c) a Committee may meet and adjourn as members think proper and expedient. Questions arising at any meeting shall be determined by a majority of votes of the member present and in case of an equality of votes, the Chairman shall have a second or casting vote.

Management of the Company

~~100-~~108. Subject to the terms and conditions contained in any Management Agreement for the time being in force, the business of the ~~Ce~~company shall be vested in the Board and the Directors may exercise all such powers and carry out all such acts as the Company is, by its Memorandum and Articles of Association authorized to exercise and are not hereby or by the Act directed or required to be exercised or done by the Company in General Meeting but subject nevertheless to the provisions of the Act and of these presents, and to any, regulations not being inconsistent with these presents from time to time made by the Company in general meeting provided that no such regulation shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

~~104-~~109. The Directors may exercise the powers of the Company to borrow money and to mortgage or charge its undertakings, property and uncalled capital or any part thereof in the case of loans from members of the company or temporary loans from members of the Company or temporary loans obtained from the Company's bankers in the ordinary course of business.

~~102-~~110. The Directors shall duly comply with the provisions of the Act and particularly the provisions as to registration and keeping of the copies of mortgages and charges, keeping of the register of members, register of Directors and entering all necessary particulars therein and sending a copy thereof or a notification of any changes therein to the Registrar-General of the Corporate Affairs Commission ("**CAC**") as well as filing an annual return, notices as to increase of capital, returns of allotments and contracts relating thereto, copies of resolutions and agreements and other particulars connected with the above with the CAC.

Directors' Interest in ~~Contracts~~ Transactions

111. (a) — A director who is in any way, whether directly or indirectly interested in a ~~contract transaction~~ or proposed ~~contract transaction~~ with the Company will immediately notify the directors of the Company in writing, specifying—shall declare the nature of his interest in accordance with the provisions of the Act. Such notice shall only be deemed sufficient if the Director disclose the particulars of the transaction to the entire Board, upon his knowledge of

same and ensure that he does all things reasonably necessary to be sure that it is brought up and read at the next Board meeting

~~103.~~112. 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 counted for the purpose of any resolution regarding same in the quorum present at the meeting but this Article shall not apply to any arrangements for giving him any security or indemnity in respect of money lent by him or obligation undertaken by him for the benefit of the Company.

113. A Director, notwithstanding his interest, may be counted in the quorum present at any meeting whereat he or any other Director is appointed to hold any executive office or other office or place of profit under the Company or whereat the Directors resolve to exercise any of the rights of the Company (whether by the exercise of voting rights or otherwise) to apply or concur in the appointment of a Director to hold any office or place of profit under any other company or whereat the terms of any such appointment are considered and he may vote on any such matter other than in respect of his own appointment or the terms thereof.

110. Proceedings at Board Meetings

~~(e)~~ 114. Any question arising at any meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman shall ~~shall~~ have a second or casting vote.

~~(e)~~ B115. Board meetings shall be held at any place within or outside Nigeria as the Directors shall agree ~~from~~ time to time, and same shall be held at least four (4) times in each year and otherwise as circumstances require and shall be conducted in English language.

~~(e)~~ 116. At least fifteen (15) days' notice specifying the place, the day and the hour of the meeting and the general nature of the business proposed to be transacted, shall be given to every Director or his alternate either by hand to such address for service that has been provided, or by electronic mail. Provided that this requirement may be waived with the consent of all the Directors (or their alternates) for the time being; any such waiver shall be expressly communicated in writing.

~~(e)~~ 117. All or any of the Directors may participate in a Board meeting by means of a telephone conference, video conference or other electronic communication equipment, which allows all those participating in the meeting to hear and speak to each other. Any person so participating shall be counted as present in person at the meeting and counted in a quorum.

Chairman to be a Nigerian

~~114.~~118. The Chairman of the Company shall be nominated from among the Nigerian shareholders and shall hold office for an initial period of two (2) years and for subsequent periods as agreed by the Directors. The Directors may from time to time elect a Chairman, who shall preside at the meeting of Directors and determine the period for which he is to hold office but if no such Chairman be elected or if at any meeting the Chairman be not present within five (5) minutes after the time appointed for holding the same, the Directors present shall choose someone of their number to be Chairman of such meeting provided such adhoc Chairman is a Nigerian. Provided that the Chairman of the Company shall not at any time act as the chief executive officer of the Company.

Commented [B&I9]: The Company may wish to consider putting together a Board Charter which would cater for robust provisions and guidelines for the operations of the Board and its proceedings.

Validity of Acts Done by Directors in a Meeting

~~412.119.~~ All acts bona fide done by any meeting of Directors or of a committee of Directors or by any person acting as a Director, shall notwithstanding 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.

~~413.120.~~ A resolution in writing circulated to and signed by all the Directors shall be as effective for all purposes as a resolution passed at a meeting of the Directors duly convened, held and constituted.

MANAGING DIRECTOR

~~414.121.~~ (a) — There shall be a Managing Director who shall be appointed by the Board on the recommendation of the Technical Partner. A person appointed as Managing Director shall, whilst holding that office, attend all meeting of the Directors with all rights exercisable by a Director.

~~122.~~ (b) — The remuneration of the Managing Director and the terms upon which he is to hold office shall be determined by the Board of Directors.

~~415.~~ (a) — The Directors may vest in the Managing Director the management of the whole affairs of

~~123.~~ the Company and the implementation of the Company's policies as well as any of the powers exercisable by the Directors for such time upon such terms and conditions as they think fit and either collaterally with or to the exclusion of their own powers and may from time to time revoke all or any of such powers.

~~124.~~ (b) — The Managing Director shall have the power and duty to manage the day-to-day operations of the Company including hiring and dismissal of personnel to engage in all activities on behalf of the Company's business without, limiting the generality of the foregoing unless otherwise specified by the Board of Directors, the Managing Director shall have the power to suspend senior management personnel, provided always that it shall be the prerogative of the Board of Directors to hire and dismiss senior management personnel.

~~416.125.~~ The Managing Director shall be removable from office upon recommendation by the Technical partner, and the successor shall be appointed by the Directors with the appointment subsequently ratified by the members at the next Annual General Meeting of the Company.

COMPANY SECRETARY

~~417.126.~~ The Company Secretary shall be appointed by the Directors upon such terms and conditions as they may think fit and any secretary so appointed may be removed by them pursuant to Section ~~333296~~ of the Act.

Qualification of Company Secretary

~~118.127.~~ The Directors shall take all reasonable steps to ensure that the Company Secretary is a person who possesses the knowledge and experience to discharge the functions of a secretary of a Company and he shall be:

- (a) a member of the Institute of Chartered Secretaries and Administrations; or
- (b) a legal practitioner within the meaning of the Legal Practitioner Act, 1975; or
- (c) a member of any professional body of accountants established from time to time by an act of the National Assembly; the Institute of Chartered Accountants of Nigeria or such other bodies, accountants as are established from time to time by an Act;
- (d) Any person who has held the office of the Secretary of a public company for at least three (3) years of the five (5) years immediately preceding his appointment in a public company; or
- (e) A body corporate or firm consisting of members each of whom is qualified under paragraphs (a), (b), (c), or (d) of this section.

~~119.128.~~ Minutes Book shall be duly kept and maintained by the Company Secretary.

~~129.~~ The Directors shall cause minutes to be duly entered in the books provided for the purpose and same shall contain:

~~1.~~ _____

~~(b)(a)~~ the names of the Directors and committee;

~~(c)(b)~~ all orders made by the Directors and committee;

~~(d)(c)~~ all resolutions and proceedings of general meetings and of meeting of the Directors and committee.

~~130.~~ Any such minutes of any meeting of the Directors or of any committee, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting, shall be receivable as prima facie evidence of the matters stated in such minutes without any further proof of the facts therein stated.

~~120.131.~~ The Directors shall provide for the safe custody of the Seal (where available), and same shall not be affixed except with the authority of the Directors or a Committee of the Directors previously given and in the presence of one Director at the least, who shall sign every instrument to which the Seal is affixed and every such instrument shall be counter signed by the Secretary or some other person appointed by the Directors.

Contributory and/or Non-Contributory Schemes

~~124.132.~~ The Directors may procure the establishment maintenance of or participate in or contribute to any non-contributory or contributory pension or superannuation fund or life assurance scheme for the benefit of, and pay, provide for or procure the grant of donations, gratuities, pensions, allowance, benefits or emoluments to any persons (including Directors and other officers) who are or shall have been at any time in the employment or service of the Company or of any company which is a subsidiary of the Company or of the predecessor in

business of the Company or of any such subsidiary company, or the wives, widows, families or dependants of any such persons.

~~122,133.~~ The Directors may also procure the establishment, and subsidy of or subscription and support to any institutions, associations, clubs, funds or trusts calculated to be for the benefit of any such persons as aforesaid or otherwise to advance the interests and well-being of the Company or of any such other company as aforesaid or of its members and payment for or towards the insurance of any persons as aforesaid, subscription, or guarantees of money for charity or benevolent objects or for any exhibition or for any public, general or useful object.

FINANCIAL ASSISTANCE

~~123,134.~~ No part of the Company's funds shall be employed in the purchase of or in loans upon the security of any shares in the Company. The Company shall not give any financial assistance for the purpose of purchasing or subscribing for any shares in the Company or its holding company, if any. The Company shall not make or guarantee or provide any security in connection with a loan to any Director of the Company or of its holding company, if any, in relation to any of the following:

- (a) The provision by a company, in accordance with any scheme for the time being in force, of money for the purpose of subscription for fully-paid shares in the Ceompany or as holding company; being a purchase or subscription by trustees of or for shares to be held by or for the benefit of employees of the Company, including any Director holding a salaried employment or office of the Ceompany.
- (b) The making by the company to loans of persons, other than Directors, bona fide in the employment or the Ceompany with a view to enabling those persons to purchase or subscribe for fully paid shares in the Ceompany or its holding company, to be held by themselves by way of beneficial ownership.

RESERVE FUND

~~124,135.~~ 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 fund, to meet contingencies or for equalizing dividends, or for special dividends, or for repairing, improving and maintaining any of the property of the company, and for such other purpose as the Directors shall in their absolute discretion think conducive to set aside upon such investments (other than shares of the Company) as they may think fit and from time to time deal with and vary such investment of the Ceompany, and may divide the reserve fund into such special funds as they think fit, and employ the reserve fund or any part thereof in the business of the Ceompany, and that without being bound to keep the same separate from the other assets.

DIVIDENDS AND CAPITALISATION

~~125.~~ Distribution of Profits Among Members

~~136.~~ Subject to the right of the holders of any preference shares issued by the Company and to the rights of the holders of any shares issued upon an increase of capital, the profits of the Company available for dividend shall be distributable amongst the holders of the ordinary

shares in proportion to the capital for the time being paid up on the ordinary shares held by them.

~~126.137.~~ Where capital is paid up in advance of call upon the footing that the same shall carry interest, such capital shall not whilst carrying interest, confer a right to participate in profits.

Declaration of Dividend

~~127.138.~~ The Company in general meeting may declare dividend to be paid to the members according to their rights and interest in the profits and may fix the time for payment. Provided that dividends will only be paid out of profits available for that purpose.

~~128.139.~~ No larger dividend shall be declared than is recommended by the Directors.

~~129.140.~~ The declaration of the Directors as to the amount of the net profits of the Company as certified by the external Auditors shall be conclusive.

Interim Dividend may be Paid by Company

~~130.141.~~ The Directors may from time to time pay to the members such interim dividends as in their judgment, the provision of the Company justifies.

Circumstance When Dividend may be Retained

~~131.142.~~ The Directors may retain any dividends on which the Company has a lien, and may apply same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

~~132.143.~~ The Directors may retain the dividends payable upon shares in respect of which any person is under the transmission clause entitled to become a member, or which any person under that clause is entitled to transfer, until such person shall become a member in respect thereof, or shall duly transfer same.

Payment of Dividend to Joint Holders

~~133.144.~~ In case several persons are registered as the Joint holders of any Shares, one of such persons may give effectual receipts for all dividends and payments on account of dividend in respect of such shares.

Right of Dividend

~~134.145.~~ A transfer of share shall pass the right to any dividend or otherwise, and shall be given to the holders of registered shares in the manner hereinafter provided.

~~135.146.~~ Notice of the declaration of any dividend, whether interim or otherwise, shall be given to the holders of registered shares in the manner hereinafter provided.

Mode of Payment of Dividend

~~136,147.~~ Unless otherwise directed, any dividend may be paid by cheque or warrant sent through the post to the registered address of the member entitled, or in the case of joint holders, to the registered address of that one whose name stands first on the register in respect of the joint holdings; and every cheque or warrant so sent shall be made payable in the order of person to whom it is sent.

~~137,148.~~ 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 share debentures or debenture stock or any other company or in any one or more of such.

Capitalization of Undivided Profits

~~138.~~149. Any general meeting may resolve that any money investments or other assets forming part of the undivided profits of the Ceompany standing to the credit of the reserve fund, or any capital redemption reserve fund, or in the hands of the Ceompany and available for dividend or representing premiums received on the issue of shares, and standing to the credit of the share premium account or any surplus monies arising from the realization or revaluation of any capital assets of the Company or any other undistributed profits or gains of the Company not subject to income tax, be capitalized and such profits of the Company which shall be distributed accordingly, or towards payment of the uncalled liability on any issued shares or debentures or debenture stock, and that such distribution or payment shall be accepted by such shareholders in full satisfaction of their interest in the said capitalized sum.

~~139.~~150. The Directors may settle any difficulty which may arise in regard to the distribution as they think expedient, and in particular may issue fractional certificates, and may fix the value for distribution of any specific assets, and may determine that cash payments shall be made to any members upon the footing of the value so fixed or that fractions of less value than one share may be disregarded in order to adjust the rights of all parties, and may vest any such cash or specific assets in trustees upon such trusts for the persons entitled to the dividend or capitalized fund as may seem expedient to the directors. Where requisite and proper, contracts shall be delivered to the Registrar for registration in accordance with Section ~~154.~~29 of the Act, and the Directors may appoint any person to sign such contract on behalf of the persons entitled to the dividends or capitalized funds and such appointment shall be effective.

ACCOUNT

Audited Financial Statements ("AFS") to be prepared and Laid Before the General Meeting.

~~140.~~151. The Directors shall cause true accounts to be kept of the sum of money received and expended by the Company and the matters in respect of which sum receipt and expenditure take place, and of the assets, and liabilities of the Company and also Profit and Loss Account. The books of account shall be kept at the registered office of the Company.

~~141.~~152. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations, the accounts and books of the Company, or any of them shall be open to the inspection of the members, and no member shall have any right of inspecting any account book or document of the Company except as conferred by Act or authorized by the Directors as the case may be.

~~142.~~153. At the Annual General Meeting in every year, the Directors shall lay before the Company the AFS containing a summary of the assets and liabilities of the Company made up to the end of the last proceeding financial year, and the balance sheet shall be signed by two Directors.

~~143.~~154. A copy of every such AFS shall be forwarded to the members together with notice of the general meeting in each year.

Audit and Auditor's Report

~~144-155.~~ Once at least in every year the accounts of the Company shall be examined and the correctness of same shall be ascertained by one or more auditor or auditors.

~~145-156.~~ The Company at each ~~a~~Annual general meeting shall appoint an auditor or auditors to hold office until the conclusion of the next annual general meeting.

~~146-157.~~ The remuneration of the auditors of the Company in the case of an auditor appointed by the Directors, may be fixed by the Directors; or shall, subject to the foregoing paragraph, be fixed by the Company in general meeting or in such manner as the Company in general meeting may determine.

~~158. (1)~~—The Auditors shall make a report to an audit committee which shall be established by the Company and shall comprise of three (3) members and two (2) non-executive directors, all of whom shall be financially literate and one (1) of whom shall be a member of a professional accounting body in Nigeria established by an Act of the National Assembly.

~~159.~~ The audit committee shall examine the auditor's report and make recommendations thereon to the annual general meeting as it may deem fit.

~~147-160.~~ the shareholders on the AFS laid before the Company in general meeting during their tenure of office, and the report shall state:

- (a) Whether or not they have obtained all the information and explanations they have required; and
- (b) Whether in their opinion the AFS referred to in the report is properly drawn up so as to exhibit a true and fair view of the state of *the Company's affairs according to the best of their information and the explanations given to them* and as shown by/the books of the Company.

~~161. (2)~~—The AFS shall be signed on behalf of the Board by two ~~(2)~~ Directors of the Company and the auditors' report shall be attached to AFS, or there shall be inserted at the foot of the balance sheet a reference to the report, and the report shall be read before the Company in general meeting and shall go on to inspection by any shareholder.

~~162.~~ Every account of the Company, where audited, and laid before a general meeting by the Directors, shall be final.

~~104.~~—

NOTICES

Services of Notice and Duration Thereof

~~148-163.~~ A notice may be served by the Company upon any members either personally or by sending it through the post in a prepaid envelope or wrapper, addressed to such member at his registered place of address in Nigeria.

Commented [B&I10]: Please note that notice must also be sent to the Commission. Pursuant to section 243(1)(e) of the Act, the Commission is entitled to receive notice of general meeting of public companies.

~~149~~.164. All notices shall, with respect to any registered address to which, persons are jointly entitled, be given to whichever of such persons is named first in the register and notice so given shall be sufficient notice to all the holders of such shares.

~~150~~.165. Any notice sent by post shall be deemed to have been served after seven days following that on which the envelope or wrapper containing the same is put into the post and in providing such service it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and put into as a prepaid.

~~154~~.166. Every person who, by operation of law, transfer, or other means whatsoever, shall become entitled to any share, shall be bound by every notice in writing of such share which, previous to his name and address being entered on the register shall be duly given to the person from whom he derives his title to such share. Any notice or document delivered or sent by post, or left at the registered address of any member, in pursuance of these presents shall, notwithstanding such member is deceased, and whether or not the Company has notice of his decease, be deemed to have been duly served in respect of any registered shares, whether held, solely or jointly with other persons by such member, until some other person be registered in his stead as the holder or joint holder there and such service shall for all purposes of these presents, be deemed a sufficient service of such notice or document on his heirs, executors or administrators and all persons (if any) partly interested with him in any such share.

~~152~~.167. Where a given number of days' notice, or notice extending over any other period is required to be given, the day of service shall, unless it is otherwise provided, be counted in such number of days or other period.

~~153~~.168. The signature to any notice to be given by the Company may be written or printed.

WINDING UP

Winding up of the Company and Distribution of Assets

~~154~~.169. The Company shall be wound up voluntarily if both of the following events occur namely:

- (a) if the holder or holders of sixty percent (60%) of the issued share capital shall serve the Company with notice stating that he or they require the Company to be wound up voluntarily, and a general meeting to be forthwith convened for the purpose of passing a resolution pursuant to Section ~~620~~457 of the Act requiring the Company to be wound up voluntarily, and (b) if such resolution be passed within three (3) months from the date of service of such notice.
- (b) if the Company shall be wound up, and the assets available for distribution among the members shall be insufficient to repay the whole of the paid up capital, such assets shall be distributed so that, as nearly as may be, the losses shall be borne by the members in proportion to the capital paid up, or which ought to have been paid up, at the commencement of the winding upon the shares available for distribution among the members shall be more than sufficient to repay the whole of the capital paid up at the commencement of the winding up, the excess shall be distributed amongst the members in proportion to the capital, at the commencement of the winding up, paid up

on the shares held by them respectively. But this clause is to be without prejudice to the rights of the holders of shares issued upon special terms and condition.

~~155,170.~~ ~~(a)~~—If the Company shall be wound up, whether voluntarily or otherwise, the liquidator may, with the sanction of an extraordinary resolution, divide among the contributors in specie of kind any part of the assets of the company and may with the like sanction vest any part of the assets of the company in Trustees upon such trusts for the benefits of the contributories, or any of them, as the liquidators, with the like sanction, shall think fit.

~~(b)~~171. If thought expedient any such division may be otherwise than in accordance with the legal right of the contributories (except where unilaterally fixed by the Memorandum of Association) and in particular any class may be given preferential or Special rights, or may be excluded altogether or in part but in case any division otherwise than in accordance with the legal rights of the contributors who would be prejudiced to dissent shall be determined on any.

~~(c)~~172. In case any shares to be divided as aforesaid involves a liability to calls or otherwise, any such division to any of the said Share may, within ten days after the passing of the extraordinary resolution, the notice in writing, direct the liquidator to sell his proportion and pay him the net proceeds, and the liquidator shall, if practicable, act accordingly.

INDEMNITY

~~156.~~ Indemnity for Directors and Other Officers

~~1)~~173. The Directors, Managers, Auditors, Secretary, and other officers of the Company shall be indemnified out of the Company's assets against all liabilities incurred by them as such, in defending any proceedings, whether civil or criminal, in respect of alleged, negligence, default, breach of duty or breach of trust, in which judgment is given in their favour which they are acquitted or in connection with, any application under section ~~738558~~ of the Act in which relief is granted to them by the Court.

~~2)~~174. No Director or other Officer of the Company shall be liable for the acts, receipts, negligence or defaults of any other Director or officer, for joining in any receipt or other act conformity, or for any loss or expenses being experienced by the Company through the insufficiency, deficiency of any security in or upon which any of the monies of the Company shall be invested or for any loss or damage arising from insolvency/or tortuous act of any person to whom any monies, securities or effect shall be deposited, or for any other loss, damage or misfortune whatsoever, which shall happen in the execution of the duties in his respective office, or in relation thereto unless same happens through his own will, act or default.

| NAME, ADDRESS AND DESCRIPTIONS OF SUBSCRIBERS | SIGNATURES |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Mr George Adeyemi Fatoye Permanent Secretary Federal Ministry of Agriculture And Water Resources, Lagos | SIGNED |
| Alhaji Shehu Ahmadu Musa Permanent Secretary Federal Ministry of Finance, Lagos | SIGNED |
| Alhaji Muhammed Liman Director, Federal Department of Agriculture Lago | SIGNED |
| Mr. Micheal Molo Toluhi Secretary for Finance and Administration (1) Federal Ministry Of Agriculture, Lagos | SIGNED |
| Mr Gregory Njokammalwegbu Secretary for Finance and Admin(II) Federal Ministry of Agriculture And Water Resources, Lagos | SIGNED |
| Chief Agboruwa Gideon Nesima, Secretary for Finance and Administratio Department of Finance, Ministry of Finance and Establishments, Benin City. | SIGNED |
| Mr. George Exealzah, Chief Agricultural Offier, Ministry of Agricultural and Natural Resources Benin City | SIGNED |
| Mr. Emmanuel Maundey Uwadia Secretary to the Local Government Ovia Local Government Igbuobazuwa Bendel State | SIGNED |
| Mr Gilbert Pitrebois General Manager Soefin Consultant Services, Lagos | SIGNED |

Dated this 3rd day of December 1979

Witness to the above Signature

Name:

Address:

Occupation: