

REPUBLIC OF SIERRA LEONE
THE COMPANIES ACT 2009
COMPANY LIMITED BY GUARANTEE
MEMORANDUM OF COMPANY
OF

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1. The name of the Company is
2. The Registered office of the Company will be situated in Sierra Leone.
3. The objects for which the Company is established are as follows:
 - a)
 - b)
 - c)
 - d)
 - e)
 - f) To support and subscribe to any charitable or public object and any institution or society or its members or the Country as the Company may think fit
 - g) To open, maintain and operate a bank account and to draw, accept, endorse, negotiate, purchase, hold and dispose of bills of exchange, bankers draft or bills of lading.
 - h) To demand, collect subscription and membership fees and other fees and charges as may from time to time be determined by the members of the Company.
 - i) To invest monies or revenue collected or generated and to use such monies for the promotion of the objects of the or as the case may be
 - j) To receive gifts, donations, grants and other contributions from institutions and individuals for the promotion and achievement of its objects.
 - k) To enter into agreement with other company's or similar company's.
 - l) To purchase, take on lease, or in exchange or otherwise acquire and hold any estates, lands, buildings, hereditament, chalets, easements plant, or other right or interest in real estate, and to sell, let or otherwise dispose of or grant rights or interests over the same.
 - m) To do all such other things whether of the like or any other kind which the Company may consider to be in any way incidental or to be connected with or to be thought conducive to the attainment of the above object or any of them or otherwise likely in any respect to be advantageous to the Company.
4. The liability of the members is limited by guarantee.

5. Every member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member for payment of the debts and liabilities of the company contracted before he ceases to be a member, and the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributors among themselves, such amount as may be required not exceeding Le 1,000,000 (One Million Leones).

WE THE PERSONS WHOSE NAMES AND ADDRESSES ARE SUBSCRIBED ARE DESIROUS OF BEING FORMED INTO A COMPANY IN PURSUANCE OF THIS MEMORANDUM OF COMPANY.

NAME, ADDRESS AND NATIONALITY OF SUBSCRIBERS	SIGNATURE

DATED THISDAY OF20.

Witness to the above Signatures

NAME:.....

ADDRESS:.....

SIGNATURE:.....

OCCUPATION:.....

**THE COMPANIES ACT 2009 OF THE LAWS OF SIERRA LEONE
COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL**

**ARTICLES OF COMPANY
OF**

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PRELIMINARY

1. Subject as hereinafter provided the Rules contained in Table 'C' in the First Schedule of the Companies Act 2009 (hereinafter referred to as Table 'C') shall apply.
2. Clauses (both inclusive) 29, 34-42 (both inclusive) 44-46 (both inclusive) of Table 'C' shall not apply.

MEMBERS

3. The number of members with which the Company proposes to be registered is Two but the Directors may from time to time register an increase of members.
4. The Subscribers to the Memorandum, of Company and such other persons as the Directors shall admit to membership shall be members of the Company.

5. Any member may withdraw from the Company by giving one Calendar month's notice in writing to the Secretary of his intention so to do and upon the expiration of the notice he shall cease to be a member.

NOTICE OF GENERAL MEETINGS

6. Subject to the provisions of section 200 relating to special resolutions, 21 days' notice at the least (exclusive of the day on which the notice is served or deemed to be served, but inclusive of the day for which notice is given) specifying the place, the day and the hour of meeting and, in case of special business, the general nature of that business shall be given in the manner, if any, as may be prescribed by the company in general meeting, to such persons as are, under the rules of the company, entitled to receive such notices from the company; but with the consent of all the members entitled to receive notice of some particular meeting, that meeting may be convened by such shorter notice and in such manner as those members may think fit.

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

GENERAL MEEETING

8. General Meeting shall be held once every year. Such meetings may be adjourned from time to time and to such places as may be determined by the General Meeting.

9. The Annual General Meetings shall be called Ordinary Meetings; all other General Meetings shall be called Extraordinary.

10. The Directors may, whenever they think fit, convene an Extraordinary Meeting, and when required by any members, by a requisition in writing specifying the object of the proposed meeting left at the registered office shall forthwith convene an Extraordinary General Meeting.

PROCEEDINGS AT GENERAL MEETINGS

11. All business shall be deemed special that is transacted at an extraordinary meeting, and all that is transacted at an ordinary meeting, with the exception of the consideration of the accounts, balance sheets and the ordinary report of the directors and auditors, the election of directors and other officers in the place of those retiring by rotation, and the fixing of the remuneration of the auditors.

12. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to do business. Unless otherwise provided, three members personally present shall be a quorum.

DIRECTORS

13. Unless and until otherwise determined by the Company in General Meeting the number of Directors shall be two. The First Directors of the Company Subscribers to the Memorandum of Company.

11. Every Director shall have the power from time to time by notice in writing to the Company to nominate and appoint any person to act as Alternate Director in his office at all or any Meeting of Directors at which he shall not be present, and any such Alternate Director shall be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company except that he shall not be entitled to any remuneration (as such) from the Company. Such appointment may be made by reference to any specific meeting or meetings of the Board or in general terms so as to take effect in respect of all meetings of the Board at which the Director concerned shall not be present. An Alternate Director, whilst acting as such shall exercise and discharge all the powers and duties of the Director appointing him. A Director may at any time by notice in writing to the Company revoke the appointment of an Alternate Director appointed by him under the provisions of this clause and appoint another person in his place.

12. The office of director shall be vacated, if the director-

- (a) without the consent of the company in general meeting, holds any other office of profit under the company; or
- (b) becomes bankrupt; or
- (c) becomes prohibited from being a director by reason of any order made under section 218; or
- (d) is found a lunatic or becomes of unsound mind; or
- (e) resigns his office by notice in writing to the company; or
- (f) is directly or indirectly interested in any contract with the company and fails to declare the nature of his interest in a manner required by section 736; or
- g) is punished with imprisonment for a term exceeding six months without the option of a fine.

A director shall not vote in respect of any contract in which he is interested or any matter arising out of any contract, and if he does so vote his vote shall not be counted.

ROTATION OF DIRECTORS

14. At the second ordinary General Meetings of the Company and at subsequent ordinary General Meetings the whole of the Directors shall retire from office and new Directors shall be elected. Retiring Directors shall be eligible for re-election subject to clause 10.

15. The Directors shall have power at any time, and from time appoint one person as an additional Director who shall retire from office at the next following ordinary General Meeting. The Directors may remove the person so appointed as additional Director at any time.

PROCEEDING OF DIRECTORS

16. The quorum necessary for the transaction of the business of the Directors shall be two.

17. A resolution in writing signed by every member of the Board shall have the same effect and validity as a resolution of the Board duly passed at a meeting of the Board duly convened and constituted.

18. The Directors may appoint a legal adviser and other advisers to the Company upon such terms and conditions as they deem fit

19. The Directors may delegate to the legal advisers such powers and functions as they deem fit

SECRETARY

20. The Board of Director may from time to time or at any time appoint a person to act as Secretary or temporarily substitute for the secretary for the time being of the Company and any person as appointed shall while so acting be deemed for all purposes to be the Secretary of the Company.

NAME, ADDRESS AND NATIONALITY OF SUBSCRIBERS	SIGNATURE

