

THE COMPANIES ORDINANCE (CAP.212)

COMPANY LIMITED BY SHARES

MEMORANDUM

A N D

ARTICLES OF ASSOCIATION

O F

ACADEMIC INTERNATIONAL SCHOOL LIMITED

Incorporated this _____ day of _____ 19

DRAWN BY:

YUSUF KALINDAGA
(SUBSCRIBER)
P.O. BOX 63333
DAR ES SALAAM

UNITED REPUBLIC OF TANZANIA

Certificate of Incorporation

No.

I hereby certify that

ACADEMIC INTERNATIONAL SCHOOL LIMITED

is this day incorporated under the Companies Ordinance
(Cap.212) and that the Company is Limited.

GIVEN under my hand at Dar es Salaam, this
One Thousand Nine Hundred and Ninety Five



Registrar of Companies

TANZANIA

Stamp Duty 50/-

AND UNREGISTRATION

00895082 22/05/1995

Stamp Duty Officer

THE COMPANIES ORDINANCE (CAP. 212)
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
OF

TANZANIA

Stamp Duty 25/-

Field

00895082 22/05/1995

Asst. Registrar of Companies

ACADEMIC INTERNATIONAL SCHOOL LIMITED

1. The name of the Company is "ACADEMIC INTERNATIONAL SCHOOL LIMITED".
2. The registered office of the Company will be situated in the United Republic of Tanzania.
3. The objects for which the Company is established are:-
 - (a) To carry on the business as commercial educationists, to establish own and operate schools of all levels of International nature to design in academic curricula which is internationally accepted, for the Company's schools and for sale to other schools whether government or otherwise, to provide correspondence tuition to distant students whether within or outside the country, establish own and operate international nursery schools, international primary schools, either for both boys and girls or for boys separately from that of the girls, to establish own and operate similar secondary, high schools, specialised institutions and institutions of higher learning, to collect funds, donations and fees for tuition, teaching materials and where necessary food and accommodation.
 - (b) To organise and provide scholarships and fellowships, to be authors, publishers and distributors of learning and academic materials in form of books, handouts, periodicals, pamphlets, articles text books and supplementary readers, to provide and be suppliers of all kinds of teaching aids, schools materials, schools uniforms.
 - (c) To be general promoters of education, to organise inter-schools academic competitions, to establish various agencies internationally for purpose of achieving the Company's objectives, to collaborate with other Companies, wherever they are, with similar objectives for purposes of exchanging notes and students, to be general educational consultants to be general tutors and to provide tuition services at all levels.
 - (d) To carry on the business as general consultants, in ordinary and technical teaching methods, to establish academic libraries and children centers for recreation and preparation purposes, to be examination experts, to set examinations of all kinds and description.
 - (e) To manufacture import and distribute children's toys computer games and accessories thereof.
 - (f) To be general business management consultants, and to provide all kinds of consultancy works.

- (g) To engage in and carry on the business of livestock dealers, breeders, hatchers, fatteners, cheese mongers, bacon factors, buyers, sellers, importers, exporters, processors of animal and animal products, slaughtering, dressing, preparing cuts for retail and catering, packing, providing cold storage, preparing sausages, sausage casings, minced meat, salami, butter, fable delicacies, hides, hooves, horns, fats, tallow, grease, offal, all sorts of animal waste, egg and milk processing, pasteurizing, bottling, preserving and indulge in livestock business of every kind.
- (h) To engage in and carry on the business of crop farmers, dealers, buyers, sellers, importers, exporters, processors of farm produce, grain milling, juice extraction and canning, bottling, oil extraction, refining, packing and preserving, produce stock or animal feed.
- (i) To engage in agricultural consultancy, initiate projects, offer managerial service, technical services and performance evaluation.
- (j) To carry on business as dealers, buyers, sellers, importers, exporters, manufacturers, storers, processors, blenders of agricultural and industrial chemicals, veterinary drugs, vaccines, animal health products, natural drug extractors, pharmaceutical chemicals, phosphorus chemicals, chemicals for water treatment, equipment suppliers and storers.
- (k) To engage in manufacturing of every kind of item, furniture, textiles, blankets, boutiques, indulge in tailoring, knitting, sisal and coconut fibre processing, ropes, twine, carvings, handcrafts, buy, sell, import and export the same.
- (l) To deal in petrol and petroleum products including buying, selling and distributing.
- (m) To engage in engineering works of every description including civil engineering, mechanical, electrical, chemical, process and automobile engineering.
- (n) To purchase, construct, take on lease or in exchange, hire or otherwise acquire any movable and immovable property, heavy earth moving machinery, caterpillars, tractors, tippers, silos, abattoir, hatchery, cold room storage, dry store, warehouse and every right and privilege which the Company may think necessary

or convenient for the purpose of its business or may enhance the value of any other property of the Company.

- (o) To acquire and undertake the whole or any part of the business property and liabilities of any person, firm or company carrying on any business which the Company is authorized to carry on, or possess any of the property suitable for the purpose of this Company.
- (p) To enter into any arrangement with any Government or Authorities (supreme, municipal, local or otherwise) or any corporation, company or person having objects that may seem conducive to the Company's objects or any of them and to obtain from any such government, authority, corporation, company or person any charters, contracts, decrees, rights, privileges and commission which the Company may think desirable and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.
- (q) To enter into partnership or into any arrangement for sharing profits, union or interests, corporation, joint ventures, reciprocities, concessions or otherwise with any persons, firm, corporation or company carrying on or engaged in or about to carrying on any business or transaction which this Company is authorised to carry on, or engage in any business or transaction capable of being conducted so as directly or indirectly to benefit this Company, and to lend money, to guarantee the contracts of, or otherwise assist any such person, firm or company, and securities of any such company, and to sell, hold, re-issue with or without guarantee, or otherwise deal with the same.
- (r) To invest and deal with moneys of the Company not immediately required upon each security and in such manner as from time to time be determined.
- (s) To adopt such means of making known the products of the Company as may seem expedient and in particular by advertising in the press, publication of books and periodicals and by granting prizes, rewards and donations.
- (t) To lend and advance money or give credit to such persons, firm or companies, and on such terms as may seem expedient, and in particular to customers and other persons having dealings with the Company and to give guarantee to become sureties for any persons, firms or companies for the due payment of money for the performance of any obligations.

- (u) To draw, accept, make, endorse, discount, execute and issue promissory notes, bills of exchange, bill of lading, warrants, debentures and other negotiable or transferable instruments.
- (v) To receive money on deposit or loan and to borrow or raise money in such manner as the Company shall deem fit, and in particular by the issue of debentures or debenture stock, (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the Company (both present and future) including its uncalled capital, also by a similar mortgage or lien to secure and guarantee the performance by the Company or any other person of any obligation undertaken by the Company or any other person as the case may be.
- (w) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portion, for such consideration as the Company thinks fit, and in particular for shares, debentures or securities of any company purchasing the same.
- (x) To establish agencies and local boards in Tanzania and elsewhere and to regulate and discontinue the same.
- (y) To seek for and secure openings for the employment of capital in any part of the world, and with a view thereto to prospect, inquire, examine, explore and test and to employ and to dispatch expeditions, commissions, experts and agents.
- (z) To provide for the welfare of the persons in the employment of the Company or formerly in the employment of the Company or its predecessor in business and the wives, widows and families of such persons by grants of money, pensions or other payments and providing or subscribing towards places of instruction and recreation and hospitals, assistance as the Company shall think fit.
- (aa) To form, subscribe to and otherwise aid benevolent, religious, scientific, national, charitable or other institutions or objects of a public character or which have any moral or other claims to support or aid by the Company by reason of the nature or locality of its operations or otherwise.

(bb) To pay the expenses of and preliminary and incidental to the promotion, establishment and registration of the company or of any other company promoted, formed, established or registered by the Company and all brokerage, discount and other expenses lawfully payable which may at any time and from time to time be deemed expedient for taking, placing or under-writing all or any of the shares or debentures or other obligations of the Company or of any other company so promoted, formed, established or registered by the Company.

(cc) To obtain all powers and authorities necessary to carry out or extend any of the above objects. The objects set forth in any sub-clause of this clause shall not, except when the context expressly so requires, be in any wise limited or restricted by reference to or inference from the terms of any sub-clause or by the name of the Company. None of any sub-clause or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or auxiliary merely to the objects mentioned in the first sub-clause of this clause, and the Company shall have full power to exercise all or any of the powers conferred by any part of this clause in any part of the world and notwithstanding that the business undertaking, property or acts proposed to be transacted, acquired, dealt with or performed do not fall within the objects of the first sub-clause of this clause.

And it is hereby declared that the word 'COMPANY' in this clause, shall be deemed to include any partnership or other body of persons, whether incorporated, and whether domiciled in Tanzania or elsewhere and the intention is that the objects specified in each paragraph of this clause shall apply except where otherwise expressed in such paragraph.

4. The liability of the Members is Limited.

5. The initial share of the Company is shs. 1,000,000/= divided into 10,000 shares of 100/= each and the Company shall have the power to divide the original or any increased capital into several classes, and to attach there at any preferential, deferred, qualified or other special rights, privileges, restrictions or conditions.

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

Names, Addresses and Descriptions of Subscribers	Number of shares taken	SIGNATURE
YUSUF KALINDAGA P.O. Box 63333 Dar es Salaam	6,000	<i>Yusuf Kalindaga</i>
NEEMA KALINDAGA P.O. Box 63333 Dar es Salaam	1,000	<i>Neema Kalindaga</i>
MSATI KALINDAGA P.O. Box 63333 Dar es Salaam	1,000	<i>Msati Kalindaga</i>
AMOS KALINDAGA P.O. Box 63333 Dar es Salaam	1,000	<i>Amos Kalindaga</i>

DATED at DSM this 16 day of May 1995

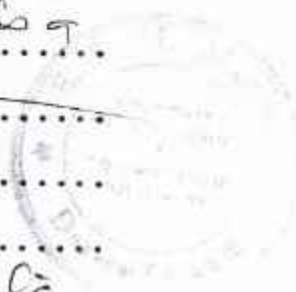
WITNESS to the above Signatures:

NAME: E.S.M. Mulo G

SIGNATURE: [Signature]

POSTAL ADDRESS: Box 2203
DSM

QUALIFICATION: Radio call



Stamp Duty Paid 80/-
 RECEIVED
 00895288, 22/05/1995
 Stamp Duty Collector

THE COMPANIES ORDINANCE (CAP. 212)

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

Stamp Duty Paid 40/-
 RECEIVED
 00895288, 22/05/1995
 Assst. Registrar of Companies

ACADEMIC INTERNATIONAL SCHOOL LIMITED

- The Regulations contained in Table "A" in the First Schedule to the Companies Ordinance (1931) (hereinafter referred to as Table "A") shall apply to the Company save in so far as they are excluded or raised by the Clauses hereinafter contained.

SHARE CAPITAL AND SHARES

- The Company may pay a commission to any person in consideration of his subscribing or agreeing to subscribe whether absolutely or conditionally for any shares in the Company, or procuring or agreeing to procure subscriptions whether absolute or conditional for any shares in the Company at any rate not exceeding 10 per cent of the price at which the said shares are issued.
- The Company shall be private, and accordingly the following provisions shall have effect:
 - The Company shall not offer any of its shares or debentures to the public for subscription.
 - The number of the members of the Company (not including persons who are in the employment of the Company and persons not having been formerly in the employment of the Company and were while in such employment and have continued after the termination of the employment to be members of the Company) shall not at any time exceed fifty.
- The Company shall be entitled to treat the person whose name appears upon the Register in respect of any shares as the absolute owner thereof and shall not be under any obligation to recognise any trust or equitable claim to or partial interest in such share, whether or not it shall give express or other notice thereof.

5. The original share capital of the Company is Shillings ten million (Shs. 10,000,000/-) divided into ten thousand 10000 shares of Shillings one thousand (Shs. 1000/-) each.
6. The shares shall be under control of the Directors who may allot or otherwise dispose of the same to such persons or such terms and conditions and such times as the Directors think fit.
7. The Certificate of Title to shares shall be issued under the seal of the Company and shall be signed by two Directors.
8. If any member of the Company shall at any time desire to sell and transfer any shares registered in such member's name and or in the event of the creation of any further shares by the Company, such shares shall be first offered by the Directors to the existing members of the Company in the proportion of shares held by each member at the time of such desire, transfer or creation of new shares.
9. Save as hereby otherwise provided no share shall be transferred to any person who is not a member of the Company so long as any member is willing to purchase the same at a fair value.
10. A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed.
11. If by the terms of issue of any shares or otherwise any amount is payable in respect of any shares by instalments at fixed times, every such instalment shall be payable as if it were a call duly made by the Directors of which due notice had been given.
12. The lieu conferred by Clause 7 of Table "A" shall attach to fully paid up shares, and to all shares registered in the name of any person indebted or under liability to the Company whether he shall be sole registered holder thereof or shall be one of several joint holders.
13. The Directors may at any time in their absolute and uncontrolled discretion refuse to register any transfer of shares and Clause 19 of Table "A" shall be modified accordingly PROVIDED ALWAYS that any share may be transferred at any time by a member to his or her father or mother, or to any lineal descendant of such father or mother, or to his or her wife or husband, and any share of a deceased member may be transferred by his executors or administrators to the

widow or widower or any such relative as aforesaid of such deceased member, being a cestui or specific legatee thereof, and shares standing in the name of any deceased member may be transferred to or placed in the names of the executors or trustees of this Will, upon any change or transfer to the trustees for the time being of such Will.

BORROWING POWERS

14. The Directors may from time to time in their discretion raise or borrow and secure for the purpose of the Company's business such sum of money as they think fit.
15. The Directors may secure the repayment of or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the Company present or future including its uncalled capital for the time being, or by the issue at such price as they may think fit, of bonds or debentures either charged upon the whole or any part of the property and assets of the Company or not so charged or in such other way as the Directors may think expedient.
16. A General Meeting of the Company shall be held at least once in every calendar year at such time (not being more than fifteen months after holding of the preceding general meeting) and at such place as may be determined by the Directors. Such general meeting shall be called "Ordinary General Meeting" and all other meetings of the Company shall be called "Extraordinary General Meeting".

VOTE OF MEMBERS

17. On a show of hands every member present in person shall have one vote. On a poll every member shall have one vote only for the shares of which he is holder.
18. No member shall be entitled to vote at any general meeting unless all calls or other sums presently by him in respect of shares in the Company have been paid.

DIRECTORS

19. The number of the Directors shall not be less than two and not more than ten unless the Company otherwise decides at a general meeting.

20. The following shall be the first Directors of the Company:

- (1) YUSUF KALINDAGA
- (2) NEEMA KALINDAGA
- (3) MSATI KALINDAGA
- (4) AMOS KALINDAGA

21. The Directors may appoint one or more of their number to be the Managing Director or Managing Directors of the Company either for a fixed or indefinite period and may from time to time remove any such Managing Director from such office and put another or others in his place and may at their discretion fill up any vacancy that may occur in such office.

22. The remuneration of any Managing Director shall be determined by the Company in General Meeting and may be way of salary or commission or participating in the profits of the Company or by all or any of those modes.

23. Each Director shall be paid a remuneration at such rate as the Company shall in a General Meeting decide. Every Director shall be entitled to be paid his travelling expenses incurred by him whilst employed in the business of the Company or in attending Board Meetings.

24. The qualifications of the Director shall be the holding in his own right of at least one share in the Company.

ALTERNATE DIRECTORS

25. Any Director shall have power to nominate any person to act or attend as Alternate Director during his absence or during his inability so to act. Such Director shall be subject in all respects to the terms and conditions existing with reference to the other Directors and such Alternate Director shall exercise and discharge all the duties of Directors whom he represents.

26. Unless otherwise decided by the Directors the quorum necessary to transact business of the Directors shall be two Directors personally present.

DISQUALIFICATION OF DIRECTORS

27. The office of a Director shall be vacated if the Director:
- (a) becomes bankrupt; or
 - (b) is found to be a lunatic or becomes of unsound mind; or
 - (c) resigns his office by notice in writing to the Company; or
 - (d) absents himself from meetings of the Directors for a period of six months without special leave of absence from the other Directors.

DIVIDENDS AND RESERVES

28. The Company may in its General Meeting declare dividends but no dividend shall exceed the amount recommended by the Directors.
29. The Directors may from time to time pay the members such interim dividends as appear to the Directors to be justified by the profits of the Company.
30. No dividends shall be paid otherwise than out of profits.
31. The Directors may before recommending any dividend set aside out of the profits of the Company such sums as they think proper as reserve or reserves which shall at the discretion of the Directors be applicable for meeting contingencies or for equalling dividends or for any other purpose to which the profits of the Company may be properly applied and pending such applications may in the like discretion either be employed in the business of the Company or be invested in such investments (other than shares of the Company) as the Directors from time to time think fit.

SEAL

32. The seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Board of Directors and in the presence of a Director and of the Secretary or such other person as the Directors may appoint for the purpose and the Director and Secretary or other person as aforesaid shall sign every instrument to which the seal of the Company is so affixed in their presence.

ALTERATION OF ARTICLES

33. Subject to the provisions of the Ordinance and those of the Memorandum of Association the Company may by Special Resolution make alteration or addition to the Articles of Association and such alteration or addition so made shall be as valid and effectual as is originally contained in these articles and be subject in this manner to alteration by special resolution.

WINDING UP

34. If the Company shall be wound up the assets remaining after payment of the debts and liabilities of the Company and the costs of the liquidation shall be applied; first in repaying to the Members the amounts paid up or credited as paid upon the shares held by them respectively, and the balance, if any, shall be distributed among the Members in proportion to the number of shares held by them respectively, PROVIDED ALWAYS that the provisions hereof shall be subject to the rights of all holders of shares, if any, issued upon special conditions.
35. With the sanction of the Extraordinary Resolution of the Shareholders any part of the assets of the Company be divided between the members of the Company in specie or may be vested in trustees for the benefit of such members and the liquidation of the Company may be closed and the Company dissolved but so that no member shall be compelled to accept any shares whereon there is any liability.
36. If the Directors are unable to divide by majority any question relating to the winding up of the Company or to any change in policy of the Company, they shall appoint two Arbitrators who are not members of the Company to decide such question and shall accept their decision.

INDEMNITY

15. Every Director, Managing Director, Agent, Auditor, Secretary and other Officer for the time being, of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application (under section 345 of ordinance) in which relief is granted to him by the court.

ALTERATION OR ADDITIONS

16. Subject to the provisions of the ordinance and to those contained in the Memorandum of Association, the Company may by special resolution, make alteration or addition. Alteration or addition so made shall be valid and effectual as if originally contained in those articles and be subject in like manner to alteration by Special Resolution.

Names, Addresses and Descriptions of Subscribers	Number of shares taken	SIGNATURE
YUSUF KALINDAGA P.O. Box 63333 Dar es Salaam	6,000	<i>Y Kalindaga</i>
Neema Kalindaga P.O. Box 63333 Dar es Salaam	1,000	Neema Kalindaga
Msati Kalindaga P.O. Box 63333 Dar es Salaam	1,000	<i>M Sati</i>
Amos Kalindaga P.O. Box 63333 Dar es Salaam	1,000	<i>A</i>

DATED at DAR ES SALAAM this 16.....day of May.....1995

WITNESS to the above Signatures:

SIGNATURE:

POSTAL ADDRESS: P. Box 2203

Dsm



QUALIFICATION: Advocate

MEMORANDUM

TO : [Illegible]

FROM : [Illegible]

SUBJECT : [Illegible]

1. [Illegible]

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[Illegible]	[Illegible]	[Illegible]
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