

THE UNITED REPUBLIC OF TANZANIA

Certificate of Incorporation

No. 9671

I HEREBY CERTIFY THAT

MAULY TOURS & SAFARIS 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 24th day of November One thousand nine hundred and Eighty three.

Registrar of Companies

THE COMPANIES ORDINANCE (CAP. 212)

COMPANY LIMITED BY SHARES

Memorandum

AND

Articles of Association

OF

MAULY TOURS & SAFARIS LIMITED

Incorporated

day of

1988

Drawn by:-
M. C. Trivedi
Advocate,
P. O. Box 242
MOSHI,
Tanzania

COMPANY LIMITED BY SHARES

Memorandum of Association
of
MAULY TOURS & SAFARIS LIMITED

1. The name of the Company is MAULY TOURS & SAFARIS LIMITED.
2. The registered office of the Company will be situated in Tanzania.
3. The objects for which the Company is established are:—
 - (a) To promote, establish and carry on the business of group and individual tour operators, car hire self drive or chauffeur driven, transporters, carriers of passengers and goods, business of proprietors and hires of motor cars, motor vans, motor lorries, motor cycles, motor omnibuses and to construct, equip, maintain, buy, sell, exchange, repair and deal in vehicles of every kind, garage proprietors, dealers in building and hardwares, spare parts, sanitary ware, electrical goods, photographic equipments, radios, tape recorders, tyres and tubes, textile, fancy goods, plastic goods, carvings, curios, household goods, log merchants, saw millers, hides and skins, canned fruits and juices, liquors, soft drinks, commercial representatives, commission agents, indenter of goods, chattels and effects of all kinds and to carry on any other business which the Directors of the Company may think fit or necessary for the benefit of the Company.
 - (b) To carry on the business of buyers, sellers, dealers distributors, exporters, importers of any goods or merchandise whatsoever and to transact all manufacturing or treating and preparing processes and merchantile business to purchase and vend raw materials and manufacturing goods.
 - (c) To acquire by purchase or otherwise, land, buildings and coffee plant and machinery and cotton factories and to carry on the business of growing and dealing in coffee, wheat, maize, tea, cotton, sisal, beans, tobacco, paddy, vegetables, fruits, sugarcane and other produce and deal in any other substances of a fibrous nature.
 - (d) To purchase, take on lease or in exchange, or by any other means acquire any freehold, leasehold or Government lease or other property or buildings and any estate or interest whatsoever and any rights, privileges or easements over or in respect of any property and buildings.

- (e) To hold, sell, let on lease, alienate, mortgage, charge or otherwise dispose of all or any such lands, property, tenements or hereditaments or such part or parts thereof as may be considered expedient.
- (f) To improve, manage, cultivate, exchange, turn to account, grant rights and privileges in respect of or otherwise deal with all or any part of the property and rights of the Company.
- (g) To borrow or raise money in such manner as the Company shall deem fit 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 assets (whether present or future) including its uncalled capital or without any such security and also by similar mortgage, charge or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.
- (h) To receive moneys on deposit account, current, or otherwise, with or without allowance of interest, and to receive on deposit of title deeds and other securities.
- (i) To transact business as promoters and financial and monetary agents both in Tanzania and elsewhere.
- (j) To carry on, develop, extend and turn to account any other trade or business whatsoever which can in the opinion of the Company be advantageously or conveniently carried on by the Company by way of extension of or in connection with such business or is calculated directly or indirectly to develop any branch of the Company's business or to increase the value of the Company's business or to increase the value of or turn to account any of the Company's assets, property or rights.
- (k) To sell, dispose of, or transfer the business, property and undertaking of the Company, or any part thereof, for any consideration which the Company may see fit to accept.
- (l) To subscribe for, take, purchase or otherwise acquire and hold shares or other interest in or securities of any other company or corporation.
- (m) To remunerate any person, firm or company rendering services to the Company whether by cash payment or by allotment to him or them of shares or securities of the Company credited as paid up in full or in part or otherwise, or as may be thought expedient.
- (n) To purchase or otherwise acquire all or any part of the business, property and liabilities of any company, society, partnership or person, formed for all or any part of the purposes within the objects of this Company, and to conduct and carry on, or liquidate and wind up, any such business.

- (o) To carry on business as an investment trust Company in all its branches.
- (p) To guarantee the performance of contracts.
- (q) To carry on the business of warehouse and wharfingers.
- (r) To carry on the business of a carriers by land, water or air.
- (s) To lend money or property on mortgage of immovable property or on hypothecation or pledge of moveable property or without security to such person and on such terms as seem expedient.
- (t) To apply for and take out, purchase or otherwise acquire any patents, patent rights or inventions, copyrights, or secret processes, which may be useful for the Company's objects, and to grant licences to use the same.
- (u) To let on lease or on hire the whole or any part of the Company on such terms as the Company shall determine.
- (v) To issue, or guarantee the issue of, or the payment of interest on, the shares, debentures, stock or other securities or obligations of any company or association underwriting in respect of any such issue.
- (w) To draw, accept and make, and to endorse, discount, and negotiate, bills of exchange and promissory notes and others negotiable instruments.
- (x) To invest the money of the Company not immediately required in such manner, other than in the shares of the Company as from time to time determined.
- (y) To establish agencies in East Africa and elsewhere, and to regulate and discontinue the same.
- (z) To enter into any arrangements with any Government or Authority (supreme, municipal, local or otherwise) or any corporations, companies, or persons which may seem conducive to the attainment of the Company's objects or any of them and to obtain from any such Government, Authority, corporation or person any charters, contracts, decrees, privileges, and concessions, which the Company may think desirable and to carry out, exercise and comply with all such charters, contracts, decrees, rights, privileges and concessions.
- (aa) To provide for the welfare of persons in employment of the Company or formerly engaged in any business acquired by the Company, and the wives, widows and families of such persons by grants of money, pensions or other payments and by providing or subscribing towards places of instructions and recreation and hospitals, dispensaries, medical and other attendance, and other assistance, as the Company, shall think fit, and to form, subscribe to, or otherwise aid benevolent, religious, scientific, national or other institutions or objects, which shall have any moral or other claims to support or aid by the Company by reason of the nature of the locality of its operations or otherwise.

- (bb) From time to time to subscribe or contribute to any charitable, benevolent useful object of a public character.
- (cc) To enter into and carry into effect any arrangement for joint working in business or for sharing of profits, or for amalgamation, with any Company or any partnership or person carrying on business within the objects of this Company.
- (dd) To accept stock or shares in, or the debentures, mortgage debentures or other securities of any other Company in payment or part payment for any services rendered or for any sale made to or debt owing from any such Company.
- (ee) To distribute in specie or otherwise as may be resolved any assets of the Company among its members, and particularly the shares, debentures or other securities of any other Company formed to take over the whole or any part of the assets or liabilities of this Company.
- (ff) To procure the Company to be registered or incorporated and recognised in any part of the world.
- (gg) To do all or any of the matters hereby authorised in any part of the world either alone or in conjunction with or as factors trustees, or agents for any other companies agents or otherwise.
- (hh) Generally to do all such things as may appear to be incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that, in the interpretation of this clause the powers conferred on the Company by any paragraph shall not be restricted by reference to any paragraph or to the name of the Company or by the juxtaposition of two or more objects, and that, in the event of any ambiguity, this clause and every paragraph hereof shall be construed in such a way as to widen, and not to restrict the powers of the company.

4. The liability of the members is limited.

5. The Capital of the Company is Shilings One hundred fifty thousand (Shs. 150,000/-) divided into 150 shares of Shs. 1,000/- each with such rights, privileges and conditions respectively attached thereto, as may be from time to time, conferred by the regulations of the Company, with power to increase and reduce the capital of the Company and to divide the shares in the capital from time to time into several classes and to attach thereto respectively such preferential, deferred, qualified or special rights privileges or conditions as may be determined by the Company, to vary, modify, abrogate any such rights, privileges or conditions in such manner as may for the time being be provided for by the regulations of the Company.

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 description of subscribers	Number of Shares taken by each subscriber	Signature of Subscribers
Salim Ali Hamed Mauly Transporter, P.O. Box No. 1315, MOSHI	ONE	1
Mrs. Sharifa Salim Ali Mauly Housewife, P.O. Box 1315, MOSHI	ONE	1
Said Ali Hilali, Transporter, P.O. Box 1315, MOSHI	ONE	1

DATED AT MOSHI this day of 1983

Witness to the Signatures:

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COMPANY LIMITED BY SHARES

Articles of Association
of
MAULY TOURS & SAFARIS LIMITED

PRELIMINARY

1. The Regulations contained in the Table "A" in the First Schedule to the Companies Ordinance (Cap. 212) (such Table being hereinafter called "Table A"), shall apply to the Company save in so far as they are excluded or varied hereby, that is to say, the Clauses of Table "A" numbered 11, 28, 64, 66, 69, 72, 78, 92 and 102 shall not apply to this Company but, in lieu thereof, and in addition to the remaining Clauses of Table "A", the following shall be the regulations of the Company,

PRIVATE COMPANY

2. The Company shall be a private company and accordingly the following provisions shall have effect:—

- A. The Company shall not offer any of its shares or debentures to the public for subscription.
- B. The number of the members of the Company (exclusive of persons who are in the employment of the Company and of persons who, having been formerly in the employment of the Company, were, while in such employment and have continued after the determination of such employment to be members of the Company) shall not at any time exceed fifty.
- C. The transfer of shares in the Company shall be restricted in the manner hereinafter provided.

3. The Company shall be entitled to treat the person whose name appears upon the Register in respect of any share 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 have express or other notice thereof.

4. 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 for procuring or agreeing to procure subscriptions, whether absolute or conditional, for any shares in the Company at any rate not exceeding one per cent of the nominal amount of shares subscribed or agreed to be subscribed, or the subscription whereof is procured or agreed to be procured.

SHARES

5. The shares shall be under the control of the Directors, who may allot and dispose of or grant options over the same to such persons on such terms and in such manner as they think fit. Shares may be issued at par or at a premium and the Directors may at any time in their absolute discretion refuse to register any transfer of Shares. Clause 19 of Table "A" shall be modified accordingly.

6. Any member or other person (hereinafter called the Holder) desiring to dispose of any shares shall intimate to the Secretary the number of such shares and the price at which he is willing to sell the same, and the Secretary shall then inform all other members of the proposed sale and offer the said shares to the other members at the price named. Any member desiring to purchase shall notify the Secretary in writing, within one month from the date of such offer, of the number of shares which he is willing to purchase and, at the expiration of the said period, the Secretary shall give notice to the Holder of the number of shares which Members of the Company are willing to purchase and shall allocate those shares to or amongst the Member or Members who shall have expressed his or their willingness to purchase as aforesaid and, if more than one, as far as may be pro rata according to the number of shares held by them respectively provided that no member shall be obliged to take more than the number of shares notified by him as aforesaid. Upon such allocation being made the Holder shall be bound, on payment of the price to transfer the shares to the purchaser or purchasers, and if he shall make default in so doing, the Secretary may receive and give a good discharge for the purchase money on behalf of the Holder and may enter the name of the Purchaser in the Register of Members as holder by transfer of the shares purchased by him. Any shares not sold and transferred within one month from the date of the notice of allocation may be sold by the Holder to any person not a member of the Company but the Directors shall not be bound to register any person as a member.

CALLS ON SHARES

7. The Directors may make a call or calls upon the members in respect of any money unpaid on their shares and each member shall, subject to receiving at least fourteen days notice specifying the time or times of payment, pay to the Company at the time or times so specified the amount called on his shares.

A call may be made by instalments.

FORFEITURE OF SHARES

8. When any shares have been forfeited an entry shall forthwith be made in the Register of Members of the Company recording the forfeiture and the date thereof and as soon as the shares so forfeited have been sold or otherwise disposed of an entry shall also be made of the manner and date of the sale or disposal thereof.

9. The lien 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 the sole registered holder thereof or one of several joint holders.

10. Any entry in the Minute Book of the Company of the forfeiture of any shares or that any shares have been sold to satisfy a lien of the Company shall be sufficient evidence as against all persons claiming to be entitled to such shares that the said shares were properly forfeited or sold; and such entry and the receipt of the Company for the price of such shares shall constitute a good title to such shares and the name of the purchaser shall be entered in the Register as a member of the Company and he shall not be bound to see to the application of the purchase money, nor shall his title to the said shares be affected by irregularity or invalidity in the proceedings in reference to the forfeiture or sale. The remedy, if any, of the former holder of such shares and of any person claiming under or through him shall be against the Company and in damages only.

BORROWING POWERS

11. The Directors may raise or borrow for the purpose of the Company's business such sums of money as they think fit and 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 and future, including its uncalled or unissued capital, or by the issue at such price as they think fit of bonds or debentures, either charged upon the whole or any part of the property and assets of the Company, present and future, including its uncalled or unissued capital, or not so charged, or in such other way as the Directors may think expedient.**

12. A Register of the holders of the debentures of the Company shall be kept at the Registered Office of the Company and shall be open to the inspection of the registered holders of such debentures and of any member of the Company, subject to such restrictions as the Company in General Meeting may from time to time impose. The Directors may close such Register for such period or periods as they may think fit, not exceeding in the aggregate thirty days in each year.

GENERAL MEETING

13. (a) A general meeting of the Company shall be held in each calander year at such time and place and on such date as the Directors shall appoint. In default of a General meeting being so held a General Meeting may be convened, to be held at any time during the next succeeding month, by any **Two** members in the same manner as nearly as possible as that in which General Meetings are to be convened by the Directors. The aforesaid General Meetings shall be called the "Ordinary General Meeting" and other General Meetings shall be called the "Extra-Ordinary General Meetings".

(b) The quorum for the transaction of business at any General Meeting shall be two members personally present and holding or representing by proxy not less than Two Third of the share capital of the Company for the time being issued and clause 45 of Table "A" shall be modified accordingly.

NOTICE OF GENERAL MEETING

14. (a) A General Meeting, ordinary or extraordinary, may, with the consent in writing of all members for the time being, be convened on shorter notice than seven days or without notice.

(b) Notice of adjourned meeting shall not be requisite in any case.

(c) Any resolution in writing signed by all the members of the Company for the time being entitled to receive such notice shall be valid and effectual as if it had been passed at a meeting duly called, held and conducted.

SEAL

15. The seal of the Company shall not be affixed to any instrument except by the authority of resolution of the Board of Directors and in the presence of two Directors and those Directors shall sign every instrument to which the seal of the Company is so affixed in his presence.

VOTES OF MEMBERS

16. (a) On a show of hands or on a poll every member entitled to vote shall have one vote for each share of which he is the holder or representing by proxy.

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

(c) On a poll votes may be given either personally or by proxy: Provided that no company shall vote by proxy as long as a resolution of its Directors in accordance with the provisions of Section 116 of the Companies Ordinance is in force.

(d) The instrument appointing a proxy shall be in writing under the hand of the appointer duly authorised in writing, or, if the appointer is a corporation, either under a seal, or under the hand of an officer or attorney duly authorised. A proxy need not be a member of the Company.

(e) The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or notarially certified copy of that power or authority shall be deposited at the registered office of the Company not less than forty eight hours before the time for holding the meeting, or adjourned meetings, at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall be treated as void.

(f) The instrument appointing a proxy may be in the following form or any other form which the Directors shall approve.

MAULY TOURS & SAFARIS

"I, of
 in the district of being a member of the
 MAULY TOURS & SAFARIS LIMITED hereby appoint.....
 of
 as my proxy, to vote for me and on my behalf at the (ordinary
 or extra ordinary, as the case may be) general meeting of the
 Company to be held on theday of,19.....
 and at any adjournment thereof."

Signature.
 Signed thisday of.....19.....

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

DIRECTORS

17. The Directors shall not be less than Two nor more than seven and the first Directors shall be the following persons:

1. SALIM ALI HAMED MAULY
2. MRS. SHARIFA SALIM ALI MAULY
3. SAID ALI HILALI

18. The qualification of a Director shall be holding in his own right at least one share in the Company.

19. The quorum of Directors for transacting business shall unless otherwise fixed by the Directors, be two. The Chairman of the Board of Directors shall have a second or casting vote in case of equality of votes.

20. A memorandum in writing signed by a majority of the Directors for the time being and pasted in or attached to the Minute Book shall be as effective for all purposes as a resolution of the Directors passed at a meeting duly convened, held and constituted.

21. Any Director may from time to time appoint any person to be an alternate or substitute Director for a period not exceeding twelve months. 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 in the place of the Director so appointing him, but he shall not

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require any qualification and shall not be entitled to remuneration otherwise than out of the remuneration of the Director appointing him. Any appointment so made may be revoked at any time by the appointer and any appointment or revocation under this clause shall be effected by notice in writing signed by the appointer and delivered to the Secretary of the Company.

22. A Director may, in addition to his directorship, be employed by and may hold any office or place of profit or otherwise under the Company (except that of Auditor) upon such terms as to remuneration and otherwise as the Directors may arrange. A Director of the Company may also accept office as a Director of any company promoted by the Company or in which the Company is interested, and may subscribe for or otherwise acquire shares in such company and shall not be accountable for any benefits received by him as a Director or member of such Company. A Director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for his services as if he were not a Director.

23. A Director or intending Director shall not be disqualified by his office from entering into a contract or agreement with the Company, either as vendor, purchaser, manager, agent, broker or otherwise and no such contract or arrangement or any contract or arrangement entered into by or on behalf of the Company with any person, firm or company in which any Director shall be in any way interested, shall be avoided, nor shall any Director holding such office or so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding the office of Director or of the fiduciary relation thereby established. Any Director so contracting or being so interested as aforesaid shall disclose at the Board Meeting at which the contract or arrangement is determined upon the nature of his interest if his interest then exists, or in any other case at the first Board Meeting after the acquisition of his interest and a Director shall not as a Director vote in respect of any contract or arrangement in which he is so interested as aforesaid and if he does so his vote shall not be counted, but this prohibition shall not apply to any contract by or on behalf of the Company to give to the Directors or any of them any security by way of indemnity or security for advances or to a settlement or set-off of cross-claims, and it may at any time or times be suspended or relaxed by a General Meeting and shall be so suspended and relaxed as long as and during any period in which the number of Directors does not exceed two. A general notice that a Director is a member of any specified firm or company and is to be regarded as interested in any transaction with such firm or company, shall be sufficient disclosure under this clause, and after such general notice it shall not be necessary to give any special notice relating to any particular transaction with such firm or company as aforesaid.

DISQUALIFICATION OF DIRECTORS

24. The office of Directors shall be vacated:—

- A. If he becomes bankrupt or insolvent or compounds with his creditors.

- B. If he becomes prohibited from being a Director by order made under Section 213 or 269 of the Ordinance.
- C. If he becomes of unsound mind or be found lunatic.
- D. If he gives the Secretary notice in writing that he resigns his office.
- E. If the Company by Extraordinary Resolution resolves to determine his appointment as Director.

But any act done in good faith by a Director whose office is vacated as aforesaid shall be valid unless, prior to the doing of such act, written notice shall have been served upon the Directors or an entry shall have been made in the Directors minute book stating that such Director has ceased to be a Director of the Company.

MANAGING DIRECTOR

25. The Directors may from time to time appoint one or upon the Managing Director or Manager all or any of the powers of the Directors (excepting the power to make calls, forfeit shares or issue debentures) that they may think fit but the exercise of all powers by the Managing Director or Manager shall be subject to such directions and restrictions as the Directors may from time to time make and impose, and the said powers may at any time be withdrawn, revoked or varied.

26. Any General Meeting may resolve that any money, investments, or other assets forming part of the undivided profits of the Company standing to the credit of the reserve fund, or any capital redemption reserve fund in the hands of the Company and available for distribution be capitalised and distributed amongst such of the shareholders as would be entitled to receive the same if distributed by way of dividend and in the same proportions on the footing that they become entitled thereto as capital and that all or any part of such capitalised fund be applied on behalf of such shareholders in paying up in full either at par or at such premium as the resolution may provide, any unissued shares or debentures or debenture stock of the Company which shall be distributed accordingly or in 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 capitalised sum.

WINDING UP

27. With the sanction of an Extraordinary Resolution of the members any part of the assets of the Company, including any shares in or securities of other companies, may be divided among 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.

Names, Addresses and description of subscribers	Number of Shares taken by each subscriber	Signature of Subscribers
Salim Ali Hamed Mauly Transporter, P.O. Box No. 1315, MOSHI	ONE	
Mrs. Sharifa Salim Ali Mauly, Housewife, P.O. Box 1315, MOSHI	ONE	
Said Ali Hilali, Transporter, P.O. Box 1315, MOSHI	ONE	

DATED AT MOSHI this

day of

1983

Witness to the Signatures: