

THE COMPANIES DECREE
(CHAPTER 153 OF THE LAWS OF ZANZIBAR)

COMPANY LIMITED BY SHARES

MEMORANDUM
AND ARTICLES OF ASSOCIATION

OF
TP COMPANY LIMITED

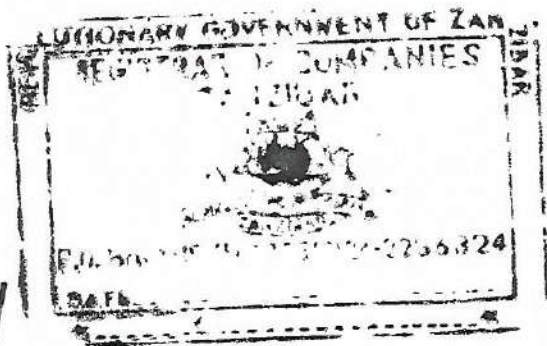
Incorporated in Zanzibarday of 2012

**ZANZIBAR GOVERNMENT
CERTIFICATE OF INCORPORATION**

NO.....

I HEREBY CERTIFY that **TP COMPANY LTD** is this day incorporated in Zanzibar under the Companies Decree (Cap.153) and that the Company is Limited.

GIVEN under my hand at Zanzibar thisday of.....
two thousand and twelve.



[Handwritten Signature]
**REGISTRAR OF COMPANIES
ZANZIBAR.**

business of the contractors, civil engineers in all their respective branches and dealers and sellers of building materials of all descriptions, to carry on trade or business of importers and exporters, and undertake contract, agreements and tender on distribution and suppliers of dairy products, foodstuffs, vegetables, cooking oil, animal fats, fish meat, fish fats, seed oil, chicken meat, honey sweets, sugar and spices of all kinds, fruit manufacture and distribute the same.

- g) To carry on the business of transport and conveyance by sea, river, canal, road, railway, air and others of passengers, mails, goods, parcels, wares and any others merchandise or produce of whatsoever nature of kind and whether by hire, charter of any aircraft, ship, tug, barge, vessel, vehicle or conveyance of any description and also to carry on the business of clearing and forwarding agents, warehousemen, and stores of goods, wares and merchandise of every kind and description whatsoever and to carry on the business of clearing and forwarding agents, warehousemen, and store of goods, wares and merchandise of every kind of description whatsoever and to carry on the business as garage proprietors, mechanical engineers, manufactures, repairers, buyers, sellers and dealers electronic and electrical goods, motor vehicle spare parts and accessories of all kinds.
- h) To carry on the business of traders, general merchants, wholesalers, and retailers, exporters and importers, commissioning agents and manufactures representatives and to buy, sell, hire manufacture, barter, trade and deal in property, goods, produce, articles and merchandise of all kinds and to transact any and every description of agency, commission, distribution, marketing, commercial, industrial, manufacturing mercantile, insurance and financial business.
- i) To manufacture by sell improve treat preserve fine aerate mineralize bottle or otherwise deal in mineral and aerated waters and other liquids of every description.

- j) To carry on the business of trading and marketing including export of all fresh frozen food dried foods sea-foods soft drinks and any type of material or materials needed in processing foods or drinks and any other items.
- k) To carry on business in Tanzania and elsewhere the buying selling, letting on hire, hire purchase, or easy payment systems and manufacturing and contractors of and dealers in motor cars, taxi cabs, automobiles, motor lorries, vans wagons of all kinds and descriptions, cycles motor cycles, coachès, carriages, and all other vehicles of kinds whatsoever, whether manufacturing or otherwise.
- l) To act as agent for any company or companies engaged in life insurance, fire insurance, marine insurance, insurance of motor cars, lorries machinery and other things, insurance of owners and users of vehicles and other insurance of all kinds.
- m) To carry on the business of importers, dealers and distributors of kerosene, petrol, motor spirit, mineral oil, crude oil, petroleum, lubricating oil, grease and all other kinds of mineral and petroleum products.
- n) To carry on any other business which may seem to the company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the Company's profits, property or rights.
- o) To establish depts., branches and agencies in different part of Zanzibar and elsewhere for the purpose of carrying on any or all of the business of the Company.
- p) To carry on the business of general merchants, general storekeepers universal providers importers, exporters and wholesale and/or retail traders of or otherwise dealers of and in cotton, silk, and woolen goods and textile fabrics of all kinds.

- q) To enter into any arrange, and to contracts with government or authorities supreme, municipal, local or otherwise or any corporation companies or persons, having objects that may seem conducive to the company's object or any of them and to obtain from any such government authority, corporation, company or persons, any characters, contracts, decrease, rights, privileges and concessions
- r) To purchase, take or lease, option or license, exchange or otherwise acquire any part of the world prospecting rights and contracts, leases options, mineral properties, grants, concessions, chapters, privileges, licenses or authorities, of and over miners land and mineral or other properties either absolutely or conditionally.
- s) To borrow or raise or secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debenture stock, certificates, or other securities, perpetual or otherwise charged upon all or any other company's rights and property (present and future) including and uncalled capital or without any such security and to purchase, redeem or pay off any such security or loan.
- t) To amalgamate with, or enter the partnership or into any arrangement for sharing profits, union of interest, co-operation joint venture, reciprocal conversion or otherwise with any person or company carrying on or engage in or about to carry on or engage in any one or engage in ay business or transaction capable of being conducted so directly or indirectly to benefit this company. And to take or otherwise acquire shares and securities without guarantees, or otherwise deal with the same.
- u) To promote another company for the purpose of acquiring all or any of the property and liabilities of this company, or for any other purpose which may seem directly or indirectly calculated to benefit this company.

- v) To sell or dispose of the undertaking and property of the company or any part thereof, for such consideration as the company may think fit, and in particular for shares, debentures or securities of any other company having objects altogether or in part similar to those of this company.
- w) To carry on the business by wholesale or retail of automotive spares and parts of all description tyres and tubes, batteries solution and all other spares accessories and goods as may be conveniently sold therewith and all things capable of being used therewith or in the maintenance, repair and manufacture thereof.
- x) To carry on the business of saw mills and preparations of timber for market and the manufacture of and dealing in all articles made of or principally made of wood.
- y) To undertake and execute any contracts for work involving the supply or use for any machinery and to carry out any ancillary or other work comprised in such contracts, carrying passengers and goods in Tanzania.
- z) To undertake and execute any contacts for work involving the supply or use for any machinery and to carry out any ancillary or other work comprised in such contracts, carrying passengers and goods in Tanzania.
- aa) Generally to purchase, take on lease or in exchange hire or otherwise acquire any real and personal property and any rights or privileges which the company may think necessary or conveniently for the purpose of its business and in particular and land, building, easements, machinery, plant and stock-in trade.
- bb) To invest and deal with moneys of the Company not immediately required, upon such securities and in such manner as the Company may from time to time determine.

- cc) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of the shares in the Company's capital, or any debentures or other securities of the Company or the Company or the conduct of its business.
- dd) To distribute and part of the property of the Company in specie among the members.
- ee) To lend and advance money and give credit to such persons or companies as may seem expedient and in particular to members of the Company and customers and others having dealing with the Company and to guarantee the performance of contracts by such persons.
- ff) To draw, make accept endorse discount execute and issue cheque promissory notes bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- gg) To do all or any of the above things in any part of the world as principles, agents, contactors trustees or otherwise alone or in conjunction with others.
- hh) To pay the expenses or 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 any time and from time to time be deemed expedient for taking, placing or underwriting all or any of the shares or debentures, all or any of the shares of debentures, or other obligations of the Company or of the company so promoted, formed established or registered by the Company.
- ii) To obtain all powers and authorities necessary to carry out or extend any of the above objects.


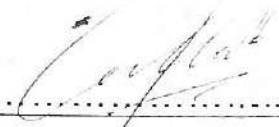
The objects set forth in any sub-clause of this clause shall not except when the context expressly so required, be in any way limited or restricted by reference or inference from time the terms of any sub-clause or the objects therein specified or the objects therein specified of such sub-clause of the objects therein specific or the powers thereby conferred shall be deemed subsidiary or auxiliary merely to the objects mentioned in the first sub-clause of this clause, but the Company shall have full power to exercise all or any of the powers conferred by any part of this clause, but 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 their world and notwithstanding that the business undertaking, property or acts proposed to be transacted undertaken, property or acts proposed to be transacted, acquired dealt with or performed to not fall within the object 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 or persons, whether incorporated or unincorporated, and whether domiciled in East Africa or elsewhere in each paragraph of this clause shall except where otherwise expressed in such paragraph be independent main objects and shall in no wise be limited or restricted by a reference to or inference from the terms of any other paragraph or the name of the Company.

4. The Liability of the members is limited.
5. The initial capital of the Company is Tshs Ten Million (10,000,000/=) divided into 100 shares of Tshs 100,000/= each and the Company shall have the power to divide the original or any increased capital into several classes and to attach on other special rights, privileges, restrictions and conditions.

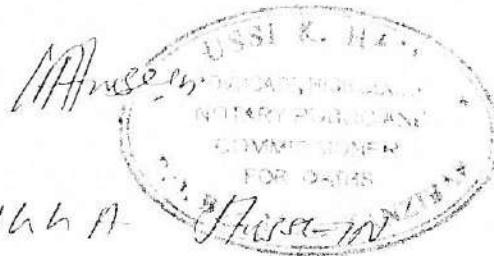
We, the several person whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association and we respectively agree to take the

number of shares in the capital of the company set opposite out respective names:

	Names, Address and Description of Subscribers	Number of Shares Taken	Signature
1.	TOUFIQ SALIM TURKY P.O. BOX 271 MALINDI - ZANZIBAR	50%	
	ABDALLA SALIM TURKY P.O. BOX 271 MALINDI - ZANZIBAR	50%	

Dated this 6th day JANUARY 2012

Witness to the above Signatures:



Name: Dr. 1st ABDULLA

Address: C/o Mr. USSI K. HAJI
NOTARY PUBLIC AND COMMISSIONER FOR OATHS
P. O. Box 1266, ZANZIBAR

PRIVATE COMPANY:

2. This company is a Private and accordingly Regulation 2 (a), (b) and (c) of Table, A Part II, shall apply to this Company.
3. Subject to the provisions of the above-mentioned Regulations the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may think fit.
4. The Company shall except as by these Articles otherwise provided or as by law required or pursuant to any order of court, be entitled to treat the registered holder of any share as the absolute owner thereof and shall be under no obligation to recognize any interest, equity to trust in or affecting any share other than the absolute right there to of the registered holder, and Regulation 7 of Table A, Part I shall apply.

CALLS:

5. Subject to any special condition on allotment of shares all calls on shares shall be made by and at the discretion the Directors and shall be payable at such time and place by installment or otherwise as the Directors may appoint and Regulation 15 to 21 of Table a, Part I shall apply.
6. No member shall be entitled to receive any dividend or to exercise any privileges as a member until he or she shall have paid all calls for the time being due and payable on every share held by him or her whether alone or jointly with any other person, together with interest and expenses (if any) due thereon.

FOREITURE:

7. Regulations 33 to 39 of Table A, Part I shall apply except that:
 - a) Forfeiture of a share includes all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

- b) An Entry in the Minute Book of the Company of 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 entitled to such shares, that the shares were properly forfeited or sold, and such entry and the name of the purchaser shall be entered in the register as a member of the company and he shall be entitled to a certificate of title to the shares and shall not be bound to see the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture or sale.

LIEN:

8. The Company shall have a first and paramount lien upon all shares registered in the name of member either alone or jointly with any other person and Regulation 11 to 14 of Table A, Part I, shall apply, but so that the lien shall apply fully to paid shares.

TRANSFER AND TRANSMISSION OF SHARES:

9. The right of member to transfer their shares shall be restricted as follows.
- a) Any shares may be transferred at any time by a member to any other member or to any child or other issue, son-in-law, daughter-in-law, father, mother, brother, sister, husband, wife, nephew or niece or such member and any of the said relations of the deceased member may have specifically bequeathed the same, provide always that the Directors may decline to register any transfer of shares to a transferee of whom they do not approve or may suspend the registration of transfers upon such terms and conditions as the Directors may deem fit.

- b) Except where the transfer is made pursuant to the last preceding Article, the member proposing to transfer any shares shall give notice in writing to the company that desire to transfer the same. Such notice shall specify the sum shall operate as if it were a separate notice in respect of each share. The transfer notice shall not be revocable except with the sanction of the Directors.
- c) If the company shall within the space of thirty days after being served with such notice find a member willing to purchase the shares and shall give notice thereof of the full fair to transfer the shares to the purchaser.
- d) In case of any difference arises between the purchasing member and the proposing transferor as to the fair value of the shares the company's auditor shall, on application of either part, certify in writing the sum which in his opinion is the fair value and such sum shall be deemed to be acting as an expert and not as an arbitrator.
- e) In any case the proposing transferor after having become bound aforesaid makes default, in transferring the shares the company any receive the purchase money and shall, thereupon cause the name of the purchasing member to be entered in the Register as the holder of shares and shall hold the purchase money in trust for in the proposing transferor.
- f) If the company shall not within the space of thirty days after being with the transfer notice, find a member willing to buy the shares and give notice in manner aforesaid, the proposing transferred shall at any time within three months afterwards, be at liberty subject to sub-clause (h) hereof to sell and transfer the shares to any person whatsoever and at any price.
- g) The shares specified in any notice served by the company pursuant to sub-clause (b) hereof shall be offered to the member

of the company of there are mote that one member willing to purchase in proposing to the shares held by them on that date.

h) The Directors may refuse to register any transfer of shares.:-

- i. Where the company has a lien on the shares, or
- ii. Where they are not satisfied that the proposed transferee is a responsible person, or
- iii. Where the Directors consider that the proposed transferee (not being a member) is not a desirable to admit to membership; but provision (I) and (II) shall not apply where the proposed transferee is already a member. However, the directors shall not refuse to register any share transfer unreasonable.

BORROWING POWER

10. The directors may, from time to time, at their discretion borrow secure the payment of any sum of money for the purpose of the company.
11. The director may secure these re-payment of such s money in such manner and upon such terms and conditions in all respects as the think fit and in particular subject to Regulation 2 of Table A, Part I, by debentures of debenture stock in the company (both present and future s0 including the uncalled capital for the time being

GENERAL MEETINGS, PROCEEDINGS AT GENERAL MEETINGS AND VOTES OF MEMBERS :

12. Regulation 47 to a 73 of Table A, Part I, shall apply but so that:-
 - a) A general Meeting may, with the consent in writing of all the members for the time being, be convenient on a shorter notice than 21 days or without written notice.
 - b) Notice of an adjourned meeting shall not be requires any case.

- c) Two members present personally or by proxy shall form a quorum .
- d) On a show of hands and a poll every s members present s either personally or by proxy shall have one vote from each share of which he is the holder s .
- e) An instrument of proxy s may be in the usual common form or in any other form approved or accepted by the Directors.

DIRECTORS:

- 13. The number of Directors shall not less than two and not more than seven
- 14. The first s Directors of the company shall be
 - 1. TOUFIQ SALIM TURKY
 - 2. ABDALLA SALIM TURKY
- 15. The remuneration of Director shall time to time be fixed by the company in a general meeting s and regulation 76 of table A, Part I , shall apply .
- 16. The share -holding qualification for Directors may be fixed by the Company in a general meting and unless and until so fixed no qualification shall be required .
- 17. No Directors shall be disqualified from his office by contraction with the company nor shall any contract entered into by or on behalf s of the company in which any Director shall be in any way s interested. be voided., nor shall any directors so contracting , or being so interested be liable to account to the company for any profit realized by any such contact by reason of such Director holding that office , or the fiduciary relation thereby established but it is declared that the nature of this interest must be disclosed by him at the meeting of the Directors at which contract is in respect of any contact or arrangement on which he is so interested as aforesaid

ALTERNATE S DIRECTORS

18. Every Director shall have power, subject to the consent of the other Director, to *nominate any person to act or attend as* Alternate Director in his place during his absence from Zanzibar and on such s appointment being made the alternate Director shall be subject in all respects to the terms (except as regards share qualification) and s conditions existing with reference to the s other Directors and such alternate Directors while acting in place of such absent Directors shall exercise and discharge all the duties of the Director whom he represents. The other Directors may decline to accept the nomination or any alternate s Director without assigning any reason.

SECRETARY

19. The Directors shall from time to time by resolution appoint a secretary or a temporary substitute for such secretary and any such substitute shall for all s the purpose s of these Articles be deemed to be secretary during the period for which he is appointed. A Director may hold the office of secretary of the company, and Regulation 110 to 112 of Table A, Part I, shall apply.

ACCOUNTING

20. Regulation 127 of Table A, Part I, shall not apply to this Company.

DIVIDEND

21. No dividends shall be declared or net profile distributed amongst the shareholders until the cost of construction, cost of equipment and other capital costs advances by shareholders or other plus interest are fully re-paid from the income of the business of the business of the company.

WINDING UP

22. If the sanction of the Special Resolution of the share-holder any part of the assets of the company including any shares in other companies may 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 whereupon any there is any liability .

INDEMNITY

23. Every Director or other officer or auditor I so far as he is an officer of the company shall be indemnified out of the assets of the company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto , including any liability incurred by him in defending any proceedings, whether civil or criminal , in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 394 of the Decree in which relief is granted to him by the court , and no Director or other s officer shall be liable for any loss , damage or misfortune s which may happen to or be incurred by the company in the execution of the duties on in relation thereto.



ADDITIONS AND ALTERATION:

24. Subject to the provision of the Decree and to those contained in the Memorandum Association, the Company by a Special Resolution may make alteration or addition to these Articles or Association and any such alteration or addition so made shall be valid and effectual as if originally contained in these Articles and be subject in like manner to alteration by special Resolution.

ARBITRATION:

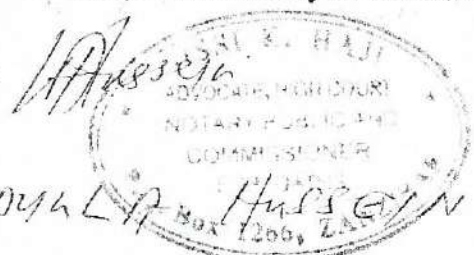
25. Whenever there shall an equality votes amongst members or Directors or whenever any difference shall arise between the Company and the Director on one hand any of the members or their representative on other hand, or between members or class or members, with regard to the construction of these presents or with regard anything done, executed, omitted or suffered in pursuance of these presents or the companies Decree or with regard to any breach or alleged breach of these or the companies Decree or with regard to

any of alleged breach of these presents of any claim on account of any such breach or alleged breach or otherwise relating to these presents or any of the arbitrators, one to be appointed by each of the parties in difference and any such reference shall be subject to shall the provisions of the Arbitrators decree for the time being in force in Zanzibar.

	Names, Address and Description of Subscribers	Number of Share Taken	Signature
1.	TAUFIQ SALIM TURKY P.O.BOX 271 MALINDI ZANZIBAR	50%	
2.	ABDALLA SALIM TURKY P.O.BOX 271 MALINDI - ZANZIBAR.	50%	

Dated this 6th day JANUARY 2012

Witness to the above Signatures:



Name: Dr. Idi Abdulla Hussein (Advocate)

Address: C/o Mw. Ussef K. Haji

NOTARY PUBLIC AND COMMISSIONER FOR
JUSTICE P. BOX 1266, ZANZIBAR