

**THE COMPANIES ORDINANCE (CAP.212)**

**COMPANY LIMITED BY SHARES**

**MEMORANDUM**

**AND**

**ARTICLES OF ASSOCIATION**

**OF**

**SHARUBU LUXURY CAMP SERENGETI LIMITED**

*Incorporated the day of ..... 2026*

**Drawn by:**

**Jonathan Tumsifu Mbasha**

**(Subscriber)**

**P. O. BOX 70523**

**DAR ES SALAAM.**

*THE UNITED REPUBLIC OF TANZANIA*

*Certificate of Incorporation*

*No.*

*I hereby certify that*

**SHARUBU LUXURY SERENGETI CAMP 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 ..... Day  
of .....2026.*

*Seal*

*Register of Companies*

# THE COMPANIES ORDINANCE (CAP. 212)

## COMPANY LIMITED BY SHARES

### MEMORANDUM OF ASSOCIATION

#### OF

### SHARUBU LUXURY SERENGETI CAMP LIMITED

#### 1. Name of the Company

The name of the company is: Sharubu Luxury Serengeti Camp Limited

#### 2. Registered Office

The registered office of the company will be situated at Arusha city, with extended line in Tanzania mainland.

#### 3. Objectives of the Company

- a) To establish, own, develop, manage, operate, and maintain **luxury safari camps, tented camps, lodges, and eco-tourism facilities**, particularly within or around the **Serengeti ecosystem and other conservation areas in Tanzania**.
- b) To provide **hospitality, accommodation, tourism, travel, and leisure services**, including luxury lodging, wildlife safaris, game drives, cultural tourism, photographic safaris, and guided excursions.
- c) To promote and implement **sustainable tourism, environmental conservation, and community participation**, in compliance with Tanzanian tourism, wildlife, and environmental laws.
- d) To acquire, lease, hold, develop, manage, and dispose of land, camps, buildings, vehicles, and other movable or immovable property necessary for the Company's operations.
- e) To operate restaurants, bars, lounges, spas, retail shops, and recreational facilities for guests.
- f) To employ, train, and manage guides, hospitality staff, rangers, administrative staff, and consultants.
- g) To enter into contracts, partnerships, joint ventures, management agreements, or concessions with individuals, companies, conservation authorities, local communities, and government bodies.
- h) To borrow or raise money, obtain loans or credit facilities, and secure such obligations by mortgage, charge, or guarantee in accordance with Tanzanian law.
- i) To market, brand, and promote luxury safari and tourism services locally and internationally.
- j) To do all such other lawful acts and things as are incidental or conducive to the attainment of the above objects.

#### 4. Liability



The liability of the members is limited.

#### 5. Share Capital

The share capital of the company is TZS 2,000,000,000, divided into 20,000 No of ordinary shares with a value of TZS 100,000 each, with power to increase or reduce the capital and to divide the shares in the company into different classes.

Subscribers to the Memorandum

We, the several persons whose names, addresses, and descriptions 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 names.

| Name of Subscriber      | Address           | Nationality | No. of Shares Taken | Class of Shares | Aggregate     | Signature                                                                             |
|-------------------------|-------------------|-------------|---------------------|-----------------|---------------|---------------------------------------------------------------------------------------|
| JONATHAN TUMSIFU MBASHA | P.O.BOX 70523 DSM | Tanzanian   | 18,000              | Ordinary        | 1,800,000,000 |   |
| JOHNSON JONTHAN MBASHA  | P.O.BOX 70523 DSM | Tanzanian   | 2,000               | Ordinary        | 200,000,000   |  |

DATED at Dar es Salaam this 13 day of January, 2026

Witness to the above signatures:

Name: Clinton Julias Kipengele

Address: 31984 Dar es Salaam

Occupation: Advocate

Signature: .....



**THE COMPANIES ORDINANCE (CAP. 212)**  
**COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**SHARUBU LUXURY SERENGETI CAMP LIMITED**

**PRELIMINARY**

1. In these regulations: -

"The Ordinance" means the Companies Ordinance Chapter 212 of the Laws of Tanzania.

When any provision of the Ordinance is referred to the reference is that provision are as modified by any law for the time being in force.

Unless the context otherwise requires, the expressions defined in the Ordinance or any statutory modification thereof in the force at the date at which these regulations become binding on the company, shall have the meaning so defined.

Any words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females, and the words importing persons shall include bodies corporate, partnership, firms, cooperatives, societies, etc.

The regulations of Table "A" in the first schedule to the Companies Ordinance (hereinafter called Table "A" shall apply to the company, save in so far as they are varied or excluded hereby, but in case of any conflict between the provisions herein, and the provisions under Table "A" the former shall prevail, and in addition to substitution shall be the regulations of the company.

**2. PRIVATE COMPANY**

The Company is a Private Company and accordingly: -

- (a) The right to transfer shares is restricted in manner hereinafter prescribed.
- (b) The number of members of the company (exclusive of persons who are in the employment of the Company and of persons who have been formerly in the employment of the company were while in such employment to be the member of the company) is limited fifty, provided that where two or more persons hold one or more shares in the company jointly they shall for the purpose of this regulation be tested as a single member.

- (c) Any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.
- (d) The Company shall not have power to issue share warrants to bearer.

### **3. TRANSFER OF SHARES**

The Directors may in their direction and without assigning any reason thereof refuse to register the transfer of any share to any person who it shall in their opinion be undesirable for any reason whatsoever to admit to membership.

Subject to clauses 2 and 3 hereof the right to members to transfer their shares shall be restricted as follows;

- (a) No share shall be transferred to a person who is not a member so long as any member of any person selected by the Directors as one who it is desirable in the interest of the Company to admit to membership.
- (b) Every shareholder or trustee in bankruptcy, or any person who may desire to sell or transfer any such shares and every personal representative of a deceased shareholder shall give notice in writing to the Directors that he desires to make such sale or transfer. Such notice shall constitute the Board of Directors of the Company as his agent for the sale of the said shares to any member or members of the company at the price to be agreed upon between the party giving such notice and the board, or in case of difference to be determined by the Auditor of the Company
- (c) Upon price of such shares being agreed on as determined as per clause (b) above, the board shall forthwith give notice to such of the shareholders other than the shareholders desiring to sell or transfer the said shares, stating the number and price of such share inviting the person to whom notice is sent to state within 21 days from the date of such notice whether he is willing to purchase any, if so what maximum number of such shares. At the expiration of such days 21 notice the board shall apportion such shares amongst the shareholders (if more than one) who shall have expressed their desire to purchase number of shares already held by them respectively, or if there be only one such shareholder, that the whole of such shares shall be sold to him, provided no shareholder shall be obliged to take more than the maximum number of such shares stated in his answer to the said notice. Upon such apportionment being made or such one shareholder notifying his intention to purchase, as the case may be, the shareholder desiring to sell or transfer such shares shall be bound upon payment of the said price to transfer the shares to the respective shareholders or to single shareholder who shall have agreed to purchase the same

#### **4. GENERAL MEETINGS: NOTICE OF GENERAL MEETING AND PROCEEDINGS OF THE GENERAL MEETINGS.**

Articles 39 to 53 Table 'A' shall apply subject the following variations: -

- (a.) A General Meeting, Ordinary or Extraordinary may with the consent in writing of all members, be convened on a shorter notice than seven days or without notice.
- (b.) Two members, present either personally or by proxy shall form a quorum.
- (c.) Any ordinary resolution of the company determined without any general meeting and evidenced by writing under the hands of majority of the Directors and of the members of the company holding three - fourths of the issued shares of the company shall be valid and effectual as an ordinary resolution duly passed at a general meeting of the company.

#### **5. DIRECTORS**

- a. Until otherwise determined by the company in General Meeting the Directors shall not be less than two and not more than seven in number.
- b. The following persons shall be the first Directors of the company:
  - i. JONATHAN TUMSIFU MBASHA
  - ii. JOHNSON JONATHAN MBASHA
- c. The shareholding qualification for Directors may be fixed by the company in General Meeting, and unless and until so fixed no qualification shall be required.
- d. The quorum of Directors for transacting business shall, unless otherwise fixed by the Directors, be two.
- e. A resolution in writing signed by all the Directors then in Tanzania shall be as valid and effectual as if it had been passed at a meeting of Directors duly called and constituted.

## **6. ALTERNATE DIRECTORS**

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 Director whom he represents.

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

## **7. SECRETARY**

The Secretary shall be appointed by the Board for such terms at such remuneration and upon such condition as it may think fit, and any Secretary so appointed may be removed by the Board.

## **8. WINDING UP**

With the sanction of a special resolution of the shareholders any part of the assets of the Company including any shares in other Companies may be divided between the members of the Company in special 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 there is any liability.

## **9. ALTERNATION OR ADDITION**

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 so made shall be as valid and effectual as if originally contained in those articles and be subject in like manner to alteration by Special Resolution.



## **10. INDEMNITY**

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 is in connection with any application (under Section 345 of the Ordinance) in which relief is granted to him by the Court.

## ARBITRATION

(a.) If and whenever any dispute or difference shall arise between the Company and any of the members or their respective representatives touching upon the construction or meaning of any of the Articles herein contained or any act matter or thing made or done or omitted to be done or with regard to the rights or liabilities arising here under or arising out of the relation existing between the parties by reasons of these Articles or the Ordinance, such differences shall (unless a sole arbitrator be agreed upon) forthwith be referred to the arbitration of three 3) arbitrators, one to be appointed by each party and the third to be appointed by the first two or, in the event of failure to agree within (Cap. 15) or any then existing statutory modifications or re-enactment thereof shall apply.

(b.)

| Name of Subscriber      | Address           | Nationality | No. of Shares Taken | Class of Shares | Aggregate     | Signature                                                                             |
|-------------------------|-------------------|-------------|---------------------|-----------------|---------------|---------------------------------------------------------------------------------------|
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DATED at Dar es Salaam this 13 day of January, 2026

Witness to the above signatures:

Name: Clinton Julias Kipengele

Address: 31984 Dar es Salaam

Occupation: Advocate

Signature: .....