

**Igazeti ya Leta  
ya Repubulika  
y'u Rwanda  
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the Republic  
of Rwanda**

**Journal Officiel**

**de la République  
du Rwanda**

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**ITEKA RYA PEREZIDA N° 51/01 RYO KUWA  
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31/12/2007 RATIFYING THE KYOTO  
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MARCH 6, 1998  
ARRETE PRESIDENTIEL N° 51/01 DU  
31/12/2007 PORTANT RATIFICATION DU  
PROTOCOLE DE KYOTO DU 6 MARS 1998 A  
LA CONVENTION CADRE SUR LES  
CHANGEMENTS CLIMATIQUES**

**Twebwe, KAGAME Paul,  
Perezida wa Repubulika ;**

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, ryo kuwa 4 Kamena 2003, nk'uko ryavuguruwe kugeza ubu, cyane cyane mu ngingo zaryo iya 49, iya 98, iya 112, iya 121, iya 189, iya 191 n'iya 201 ;

Dushingiye ku Itegeko n° 36/2003 ryo kuwa 29/12/2003 ryerekeye kwemerera kwemeza burundu Amasezerano y'i Kyoto yo kuwa 6 Werurwe 1998 ashamikiye ku Masezerano Mpuzamahanga yerekeye ihindagurika ry'ibihe ;

Tumaze kubona Amasezerano y'i Kyoto yo kuwa 6 Werurwe 1998 ashamikiye ku Masezerano Mpuzamahanga yerekeye ihindagurika ry'ibihe ;

Bisabwe n'Umunyamabanga wa Leta ushinzwe Ubutaka n'Ibidukikije ; Inama y'Abaminisitiri yateranye kuwa 23/01/2007 imaze kubisuzuma no kubyemeza ;

**T W A T E G E T S E      K A N D I  
DUTEGETSE :**

**We, KAGAME Paul,  
President of the Republic ;**

Pursuant to the Constitution of the Republic of Rwanda of 4 June 2003, as amended to date, especially in its articles 49, 98, 112, 121, 189, iya 191 n'iya 201 ;

Pursuant to Law n° 36/2003 of 29/12/2003 authorising the ratification of the Kyoto Protocol to the framework Convention on Climate Change adopted in Kyoto on March 6, 1998 ;

Considering the Kyoto Protocol to the Convention on Climate Change adopted at Kyoto on March 6, 1998 ;

On proposal by the Minister of State in charge of Lands and Environment ; After consideration and approval by the Cabinet in its session of 23/01/2007 ;

**HAVE ORDERED AND HEREBY  
ORDER :**

**Article One : Ratification of the  
Convention**

**Nous, KAGAME Paul,  
Président de la République ;**

Vu la Constitution de la République du Rwanda du 4 juin 2003, telle que révisée à ce jour, spécialement en ses articles 49, 98, 112, 121, 189, 191 et 201 ;

Vu la Loi n° 36/2003 du 29/12/2003 portant autorisation de la ratification du Protocole de Kyoto du 6 mars 1998 à la Convention Cadre sur les Changements Climatiques ;

Considérant le Protocole de Kyoto du 6 mars 1998 à la Convention Cadre sur les Changements Climatiques ;

Sur proposition du Secrétaire d'Etat chargé des Terres et de l'Environnement ; Après examen et adoption par le Conseil des Ministres en sa séance du 23/01/2007 ;

**AVONS ARRETE ET ARRETONS :**

**Article premier : Ratification de la  
Convention**

## **Ingingo ya mbere : Kwemezwa burundi kw'amasezerano**

Amasezerano y'i Kyoto yo kuwa 6 Werurwe 1998 ashami kiy'e ku Masezerano Mpuzamahanga yerekeye ihindagurika ry'ibihe yemejwe burundi kandi atangiye gukurikizwa mu ngingo zayo zose.

## **Ingingo ya 2 : Ivanwaho ry'ingingo z'amateka zinyuranyije n'iri teka**

Ingingo zose z'amateka abanziriza iri kandi zinyuranyije naryo zivanyweho.

## **Ingingo ya 3 : Abashinzwe kubahiriza iri teka**

Minisitiri w'Intebe, Minisitiri w'Ubutwererane, Minisitiri w'Ubutaka, Ibibukikije, Amashyamba, Amazi na Mine n'Umunyamabanga wa Leta ushinzwe Ubutaka n'Ibibukikije basabwe kubahiriza iri teka.

## **Ingingo ya 4 : Igihe iteka ritangira gukurikizwa**

Iri teka ritangira gukurikizwa umunsu ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda.

Kigali, kuwa 31/12/2007

Perezida wa Repubulika  
**KAGAME Paul**  
(sé)

Minisitiri w'Intebe  
**MAKUZA Bernard**  
(sé)

Minisitiri w'Ubu banyi n'Amahanga  
n'Ubutwererane  
**Dr. MURIGANDE Charles**  
(sé)

Minisitiri w'Ubutaka, Ibibukikije,  
Amashyamba, Amazi na Mine  
**BAZIVAMO Christophe**  
(sé)

Umunyamabanga wa Leta ushinzwe  
Ubutaka n'Ibibukikije  
**HAJABAKIGA Patricia**  
(sé)

Bibonywe kandi bishyizweho

The Kyoto Protocol of March 6, 1998 to the Framework Convention of Climate Change is hereby ratified and becomes fully effective.

## **Article 2 : Repealing of inconsistent provisions**

All prior provisions contrary to this Order are hereby repealed.

## **Article 3 : Authorities responsible for implementation of this Order**

The Prime Minister, the Minister of Foreign Affairs and Cooperation, the Minister of Lands, Environment, Forestry, Water and Mines and the Minister of State in charge of Lands and Environment are entrusted with implementation of this Order.

## **Article 4 : Commencement**

This Order shall come into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Kigali, on 31/12/2007

The President of the Republic  
**KAGAME Paul**  
(sé)

The Prime Minister  
**MAKUZA Bertrand**  
(sé)

The Minister of Foreign Affairs and Cooperation  
**Dr. MURIGANDE Charles**  
(sé)

The Minister of Lands, Environment, Forestry, Water and Mines  
**BAZIVAMO Christophe**  
(sé)

The Minister of State in charge of Lands and Environment  
**HAJABAKIGA Patricia**  
(sé)

**Seen and sealed with the Seal of the Republic :**

The Minister of Justice  
**KARUGARAMA Tharcisse**

Le Protocole de Kyoto du 6 mars 1998 à la Convention Cadre sur les Changements Climatiques est ratifié et sort son plein et entier effet.

## **Article 2 : Disposition abrogatoire**

Toutes les dispositions antérieures contraires au présent arrêté sont abrogées.

## **Article 3 : Autorités chargées de l'exécution de l'arrêté**

Le Premier Ministre, Le Ministre des Affaires Etrangères et de la Coopération, le Ministre des Terres, de l'Environnement, des Forêts, de l'Eau et des Mines et le Secrétaire d'Etat chargé la terre et de l'Environnement sont chargés de l'exécution du présent arrêté.

## **Article 4 : Entrée en vigueur**

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, le 31/12/2007

Le Président de la République  
**KAGAME Paul**  
(sé)

Le Premier Ministre  
**MAKUZA Bernard**  
(sé)

Le Ministre des Affaires Etrangères et de la Coopération  
**Dr. MURIGANDE Charles**  
(sé)

Le Ministre des Terres, de l'Environnement, des Forêts, de l'Eau et des Mines  
**BAZIVAMO Christophe**  
(sé)

Le Secrétaire d'Etat chargé des Terres et de l'Environnement  
**HAJABAKIGA Patricia**  
(sé)

**Vu et scellé du Sceau de la République :**

Le Ministre de la Justice  
**KARUGARAMA Tharcisse**

Ikirango cya Repubulika :

(sé)

(sé)

Minisitiri w'Ubutabera  
**KARUGARAMA Tharcisse**  
(sé)

<p>ITEKA RYA PEREZIDA N° 52/01 RYO KUWA 31/12/2007 RYEMEZA BURUNDU AMASEZERANO MPUZAMAHANGA YATEGURIWE GUSHYIRWAHO UMUKONO I BONN KUWA 23 KAMENA 1979 AGAMIJE KUBUNGABUNGA INYAMASWA Z'AGASOZI ZIHORA ZIMUKA</p> <p>ISHAKIRO</p> <p><u>Ingingo ya mbere:</u> kwemezw burundu kw'amasezerano</p> <p><u>Ingingo ya 2 :</u> Ivanwaho ry'ingingo zinyuranyije n'iri teka</p> <p><u>Ingingo ya 3 :</u> Abashinzwe ishyirwa mu bikorwa ry'iri teka</p> <p><u>Ingingo ya 4 :</u> Igihe iteka ritangira gukurikizwa</p>	<p>PRESIDENTIAL ORDER N° 52/01 OF 31/12/2007 RATIFYING THE FRAMEWORK CONVENTION ON THE CONSERVATION OF MIGRATORY SPECIES OF WILD ANIMALS, OPENED FOR SIGNATURE AT BONN ON JUNE 23, 1979</p> <p>TABLE OF CONTENTS</p> <p><u>Article One:</u> Ratification of the Convention</p> <p><u>Article 2:</u> Repealing of inconsistent provisions</p> <p><u>Article 3:</u> Authorities responsible for implementation of this Order</p> <p><u>Article 4:</u> Commencement</p>	<p>ARRETE PRESIDENTIEL N° 52/01 DU 31/12/2007 PORTANT RATIFICATION DE LA CONVENTION SUR LA CONSERVATION DES ESPECES MIGRATRICES APPARTENANT A LA FAUNE SAUVAGE, OUVERTE A LA SIGNATURE A BONN LE 23 JUIN 1979</p> <p>TABLE DES MATIERES</p> <p><u>Article premier:</u> Ratification de la Convention</p> <p><u>Article 2:</u> Disposition abrogatoire</p> <p><u>Article 3:</u> Autorités chargées de l'exécution du présent arrêté</p> <p><u>Article 4:</u> Entrée en vigueur</p>
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**ITEKA RYA PEREZIDA N° 52/01 RYO KUWA  
31/12/2007 RYE ME ZA BURUNDU  
AMASEZERANO MPUZAMAHANGA  
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KUBUNGABUNGA INYAMASWA Z'AGASOZI  
ZIHORA ZIMUKA**

**PRESIDENTIAL ORDER N° 52/01 OF  
31/12/2007 RATIFYING THE FRAMEWORK  
CONVENTION ON THE CONSERVATION OF  
MIGRATORY SPECIES OF WILD ANIMALS,  
OPENED FOR SIGNATURE AT BONN ON  
JUNE 23, 1979**

**ARRETE PRESIDENTIEL N° 52/01 DU  
31/12/2007 PORTANT RATIFICATION DE LA  
CONVENTION SUR LA CONSERVATION DES  
ESPECES MIGRATRICES APPARTENANT A  
LA FAUNE SAUVAGE, OUVERTE A LA  
SIGNATURE A BONN LE 23 JUIN 1979**

**Twebwe, KAGAME Paul,  
Perezida wa Repubulika ;**

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, ryo kuwa 4 Kamena 2003, nk'uko ryavuguruwe kugeza ubu, cyane cyane mu ngingo zaryo iya 49, iya 98, iya 112, iya 121, iya 189, iya 191 n'iya 201 ;

Dushingiye ku Itegeko n° 35/2003 ryo kuwa 29/12/2003 ryemera kwemeza burundi Amasezerano Mpuzamahanga y'i Bonn yo kuwa 23 Kamena 1979 agamije kubungabunga inyamanswa z'agasozi zihora zimuka ;

Tumaze kubona Amasezerano Mpuzamahanga agamije kubungabunga inyamanswa z'agasozi zihora zimuka yateguriwe gushyirwaho umukono kuwa 23 Kamena 1979 ;

Bisabwe n'Umunyamabanga wa Leta ushinzwe Ubutaka n'Ibidukikije ;

Inama y'Abaminisitiri yateranye kuwa 23/01/2007 imaze kubisuzuma no kubyemeza ;

**T W A T E G E T S E      K A N D I  
DUTEGETSE :**

**Ingingo ya mbere : Kwemezwa  
burundi kw'amasezerano**

**We, KAGAME Paul,  
President of the Republic ;**

Pursuant to the Constitution of the Republic of Rwanda of 4 June 2003, as amended to date, especially in its articles 49, 98, 112, 121, 189, iya 191 n'iya 201 ;

Pursuant to Law n° 35/2003 of 29/12/2003 authorising the ratification of the Convention on the Migratory Species of wild animals, opened for signature at Bonn on June 23, 1979 ;

Considering the Convention on the Migratory Species of wild animals, opened for signature at Bonn of June 23, 1979 ;

On proposal by the Minister of State in charge of Lands and Environment ;

After consideration and approval by the Cabinet in its session of 23/01/2007 ;

**HAVE ORDERED AND HEREBY  
ORDER :**

**Article One : Ratification of the  
Convention**

The Convention on the Migratory

**Nous, KAGAME Paul,  
Président de la République ;**

Vu la Constitution de la République du Rwanda du 4 juin 2003, telle que révisée à ce jour, spécialement en ses articles 49, 98, 112, 121, 189, 191 et 201 ;

Vu la Loi n° 35/2003 du 29/12/2003 portant autorisant la ratification de la Convention sur la conservation des espèces migratrices appartenant à la faune sauvage, ouverte à la signature à Bonn le 23/06/1979 ;

Considérant la convention sur la conservation des espèces migratrices appartenant à la faune sauvage, ouverte à la signature à Bonn le 23 juin 1979 ;

Sur proposition du Secrétaire d'Etat chargé des Terres et de l'Environnement ;

Après examen et adoption par le Conseil des Ministres en sa séance du 23/01/2007 ;

**AVONS ARRETE ET ARRETONS :**

**Article premier : Ratification de la  
Convention**

gushyirwaho umukono i Bonn kuwa 23 Kamena 1979 agamije kubungabunga inyamanswa z'agasozi zihora zimuka, yemejwe burundu kandi atangiye gukurikizwa mu ngingo zayo zose.

### **Ingingo ya 2 : Ivanwaho ry'ingingo z'amateka zinyuranyije n'iri teka**

Ingingo zose z'amateka abanziriza iri kandi zinyuranyije naryo zivanyweho.

### **Ingingo ya 3 : Abashinzwe kubahiriza iri teka**

Minisitiri w'Intebe, Minisitiri w'Ubutwanyi n'Amahanga n'Ubutwererane, Minisitiri w'Ubutaka, Ibidukikije, Amashyamba, Amazi na Mine n'Umunyamabanga wa Leta ushinzwe Ubutaka n'Ibidukikije basabwe kubahiriza iri teka.

### **Ingingo ya 4 : Igihe iteka ritangira gukurikizwa**

Iri teka ritangira gukurikizwa umunsi ritangarijweho mu Igazeti ya Leta ya Republikya y'u Rwanda.

Kigali, kuwa 31/12/2007

Perezida wa Repubulika  
**KAGAME Paul**  
(sé)

Minisitiri w'Intebe  
**MAKUZA Bernard**  
(sé)

Minisitiri w'Ububanyi n'Amahanga n'Ubutwererane  
**Dr. MURIGANDE Charles**  
(sé)

Minisitiri w'Ubutaka, Ibidukikije, Amashyamba, Amazi na Mine  
**BAZIVAMO Christophe**  
(sé)

Umunyamabanga wa Leta ushinzwe Ubutaka n'Ibidukikije  
**HAJABAKIGA Patricia**  
(sé)

**Bibonywe kandi bishyizweho**  
**Ikirango cya Repubulika :**

Minisitiri w'Ubutabera

Species of wild animals, opened for signature at Bonn on June 23, 1979 is hereby ratified and becomes fully effective.

### **Article 2 : Repealing of inconsistent provisions**

All prior provisions contrary to this Order are hereby repealed.

### **Article 3 : Authorities responsible for implementation of this Order**

The Prime Minister, the Minister of Foreign Affairs and Cooperation, the Minister of Lands, Environment, Forestry, Water and Mines and the Minister of State in charge of Lands and Environment are entrusted with implementation of this Order.

### **Article 4 : Commencement**

This Order shall come into force on the date of its publication in the Official Gazette of the Republic of Rwanda.

Kigali, on 31/12/2007

The President of the Republic  
**KAGAME Paul**  
(sé)

The Prime Minister  
**MAKUZA Bernard**  
(sé)

The Minister of Foreign Affairs and Cooperation  
**Dr. MURIGANDE Charles**  
(sé)

The Minister of Lands, Environment, Forestry, Water and Mines  
**BAZIVAMO Christophe**  
(sé)

The Minister of State in charge of Lands and Environment  
**HAJABAKIGA Patricia**  
(sé)

**Seen and sealed with the Seal of the Republic :**

The Minister of Justice

La Convention sur la conservation des espèces migratrices appartenant à la faune sauvage ouverte à la signature à Bonn le 23 juin 1979 est ratifiée et sort son plein et entier effet

### **Article 2 : Disposition abrogatoire**

Toutes les dispositions antérieures contraires au présent arrêté sont abrogées.

### **Article 3 : Autorités chargées de l'exécution de l'arrêté**

Le Premier Ministre, Le Ministre des Affaires Etrangères et de la Coopération, le Ministre des Terres, de l'Environnement, des Forêts, de l'Eau et des Mines et le Secrétaire d'Etat chargé la terre et de l'Environnement sont chargés de l'exécution du présent arrêté.

### **Article 4 : Entrée en vigueur**

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.

Kigali, le 31/12/2007

Le Président de la République  
**KAGAME Paul**  
(sé)

Le Premier Ministre  
**MAKUZA Bernard**  
(sé)

Le Ministre des Affaires Etrangères et de la Coopération  
**Dr. MURIGANDE Charles**  
(sé)

Le Ministre des Terres, de l'Environnement, des Forêts, de l'Eau et des Mines  
**BAZIVAMO Christophe**  
(sé)

Le Secrétaire d'Etat chargé des Terres et de l'Environnement  
**HAJABAKIGA Patricia**  
(sé)

**Vu et scellé du Sceau de la République :**

Le Ministre de la Justice  
**KARUGARAMA Tharcisse**

<p>ITEKA RYA PEREZIDA N° 53/01 RYO KUWA 31/12/2007 RYEMEZA BURUNDU AMASEZERANO Y'I RAMSAR YO KUWA 2 GASHYANTARE 1971 YEREKEYE KUBUNGABUNGA AHANTU H A H E H E R E Y E H A F I T E A K A M A R O K U R W E G O M P U Z A M A H A N G A K U B W ' U M W I H A R I K O I N D I R I Y'INYONI ZO MU MAZI</p>	<p>PRESIDENTIAL ORDER N° 53/01 OF 31/12/2007 RATIFYING THE RAMSAR FRAMEWORK CONVENTION OF FEBRUARY 02, 1971 ON WETLAND OF INTERNATIONAL IMPORTANCE, ESPECIALLY AS WATERFOWL HABITATS</p>	<p>ARRETE PRESIDENTIEL N° 53/01 DU 31/12/2007 PORTANT RATIFICATION DE LA CONVENTION DE RAMSAR DU 2 FEVRIER 1971, RELATIVE AUX ZONES HUMIDES D'IMPORTANCE INTERNATIONALE, PARTICULIEREMENT COMME HABITATS DES OISEAUX D'EAU</p>
<p>ISHAKIRO</p>	<p>TABLE OF CONTENTS</p>	<p>TABLE DES MATIERES</p>
<p><u>Ingingo ya mbere:</u> kwemezwa burundi kw'amasezerano</p>	<p><u>Article One:</u> Ratification of the Convention</p>	<p><u>Article premier:</u> Ratification de la Convention</p>
<p><u>Ingingo ya 2 :</u> Ivanwaho ry'ingingo zinyuranyije n'iri teka</p>	<p><u>Article 2:</u> Repealing of inconsistent provisions</p>	<p><u>Article 2:</u> Disposition abrogatoire</p>
<p><u>Ingingo ya 3 :</u> Abashinzwe ishyirwa mu bikorwa ry'iri teka</p>	<p><u>Article 3:</u> Authorities responsible for implementation of this Order</p>	<p><u>Article 3:</u> Autorités chargées de l'exécution du présent arrêté</p>
<p><u>Ingingo ya 4 :</u> Igihe iteka ritangira gukurikizwa</p>	<p><u>Article 4:</u> Commencement</p>	<p><u>Article 4:</u> Entrée en vigueur</p>

**ITEKA RYA PEREZIDA N° 53/01 RYO KUWA  
31/12/2007 RYEMEZA BURUNDU  
AMASEZERANO Y'I RAMSAR YO KUWA 2  
GASHYANTARE 1971 YEREKEYE  
KUBUNGABUNGA AHANTU HAHEHEREYE  
HAFITE AKAMARO KU RWEGO  
MPUZAMAHANGA KU BW'UMWIHARIKO  
INDIRI Y'INYONI ZO MU MAZI**

**PRESIDENTIAL ORDER N° 53/01 OF  
31/12/2007 RATIFYING THE RAMSAR  
FRAMEWORK CONVENTION OF FEBRUARY  
02, 1971 ON WETLAND OF INTERNATIONAL  
IMPORTANCE, ESPECIALLY AS  
WATERFOWL HABITATS**

**ARRETE PRESIDENTIEL N° 53/01 DU  
31/12/2007 PORTANT RATIFICATION DE LA  
CONVENTION DE RAMSAR DU 2 FEVRIER  
1971, RELATIVE AUX ZONES HUMIDES  
D'IMPORTANCE INTERNATIONALE,  
PARTICULIEREMENT COMME HABITATS  
DES OISEAUX D'EAU**

**Twebwe, KAGAME Paul,  
Perezida wa Repubulika ;**

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, ryo kuwa 4 Kamena 2003, nk'uko ryavuguruwe kugeza ubu, cyane cyane mu ngingo zaryo iya 49, iya 98, iya 112, iya 121, iya 189, iya 191 n'iya 201 ;

Dushingiye ku Itegeko n° 37/2003 ryo kuwa 29/12/2003 ryerekeye kwemerera kwemeza burundi Amasezerano y'i RAMSAR yo kuwa 02 Gashyantare 1971 yerekeye kubungabunga ahantu hahehereye hafite akamaro ku rwego mpuzamahanga ku bw'umwihariko indiri y'inyoni zo mu mazi;

Tumaze kubona Amasezerano y'i RAMSAR yo kuwa 2 Gashyantare 1971 yerekeye kubungabunga ahantu hahehereye hafite akamaro ku rwego Mpuzamahanga ku bw'umwihariko Indiri y'Inyonzi zo mu Mazi;

Bisabwe n'Umunyamabanga wa Leta ushinzwe Ubutaka n'Ibidukikije ;

Inama y'Abaminisitiri yateranye kuwa 23/01/2007 imaze kubisuzuma no kubyemeza ;

**T W A T E G E T S E      K A N D I  
DUTEGETSE :**

**Iningo ya mbere : Kwemezwa  
burundi kw'amasezerano**

Amasezerano y'i RAMSAR yo kuwa 2 Gashyantare 1971 yerekeye kubungabunga ahantu hahehereye hafite

**We, KAGAME Paul,  
President of the Republic ;**

Pursuant to the Constitution of the Republic of Rwanda of 4 June 2003, as amended to date, especially in its articles 49, 98, 112, 121, 189, iya 191 n'iya 201 ;

Pursuant to Law n° 37/2003 of 29/12/2003 authorising the ratification of the RAMSAR Convention of February 2, 1971 on Wetlands of International importance, especially as waterfowl habitats ;

Considering the RAMSAR Convention of February 2, 1971 on Wetlands of International importance, especially as waterfowl habitats ;

On proposal by the Minister of State in charge of Lands and Environment ;

After consideration and approval by the Cabinet in its session of 23/01/2007 ;

**HAVE ORDERED AND HEREBY  
ORDER :**

**Article One : Ratification of the  
Convention**

The RAMSAR Convention of February 2, 1971 on Wetlands of International importance, especially as waterfowl

**Nous, KAGAME Paul,  
Président de la République ;**

Vu la Constitution de la République du Rwanda du 4 juin 2003, telle que révisée à ce jour, spécialement en ses articles 49, 98, 112, 121, 189, 191 et 201 ;

Vu la Loi n° 37/2003 du 29/12/2003 portant autorisation la ratification de la convention de RAMSAR, du 2 février 1971 relative aux Zones humides d'importance internationale particulièrement comme habitats des Oiseaux d'eau ;

Considérant la Convention de RAMSAR du 2 février 1971, relative aux Zones humides d'importance internationale particulièrement comme habitats des Oiseaux d'eau ;

Sur proposition du Secrétaire d'Etat chargé des Terres et de l'Environnement ;

Après examen et adoption par le Conseil des Ministres en sa séance du 23/01/2007 ;

**AVONS ARRETE ET ARRETONS :**

**Article premier : Ratification de la  
Convention**

La Convention de RAMSAR du 2 février 1971, relative aux Zones humides

<p>akamaro ku rwego Mpuzamahanga ku bw'umwihariko Indiri y'Inyoni zo mu Mazi yemejwe burundi kandi atangiye gukurikizwa mu ngingo zayo zose.</p>	<p>habitats is hereby ratified and becomes fully effective.</p>	<p>d'importance internationale particulièrement comme habitats des Oiseaux d'eau est ratifiée et sort son plein et entier effet.</p>
<p><b>Ingingo ya 2 : Ivanwaho ry'ingingo z'amateka zinyuranyije n'iri teka</b></p>	<p><b>Article 2 : Repealing of inconsistent provisions</b></p>	<p><b>Article 2 : Disposition abrogatoire</b></p>
<p>Ingingo zose z'amateka abanziriza iri kandi zinyuranyije naryo zivanyweho.</p>	<p>All prior provisions contrary to this Order are hereby repealed.</p>	<p>Toutes les dispositions antérieures contraires au présent arrêté sont abrogées.</p>
<p><b>Ingingo ya 3 : Abashinzwe kubahiriza iri teka</b></p>	<p><b>Article 3 : Authorities responsible for implementation of this Order</b></p>	<p><b>Article 3 : Autorités chargées de l'exécution de l'arrêté</b></p>
<p>Minisitiri w'Intebe, Minisitiri w'Ubutwelerane, Minisitiri w'Ubutaka, Ibibukikije, Amashyamba, Amazi na Mine n'Umunyamabanga wa Leta ushinzwe Ubutaka n'Ibibukikije basabwe kubahiriza iri teka.</p>	<p>The Prime Minister, the Minister of Foreign Affairs and Cooperation, the Minister of Lands, Environment, Forestry, Water and Mines and the Minister of State in charge of Lands and Environment are entrusted with implementation of this Order.</p>	<p>Le Premier Ministre, Le Ministre des Affaires Etrangères et de la Coopération, le Ministre des Terres, de l'Environnement, des Forêts, de l'Eau et des Mines et le Secrétaire d'Etat chargé la terre et de l'Environnement sont chargés de l'exécution du présent arrêté.</p>
<p><b>Ingingo ya 4 : Igihe iteka ritangira gukurikizwa</b></p>	<p><b>Article 4 : Commencement</b></p>	<p><b>Article 4 : Entrée en vigueur</b></p>
<p>Iri teka ritangira gukurikizwa umunsi ritangarijweho mu Igazeti ya Leta ya Republika y'u Rwanda.</p>	<p>This Order shall come into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p>	<p>Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p>
<p>Kigali, kuwa 31/12/2007</p>	<p>Kigali, on 31/12/2007</p>	<p>Kigali, le 31/12/2007</p>
<p>Perezida wa Repubulika  <b>KAGAME Paul</b>  (sé)  Minisitiri w'Intebe  <b>MAKUZA Bernard</b>  (sé)  Minisitiri w'Uburabani n'Amahanga n'Ubutwelerane  <b>Dr. MURIGANDE Charles</b>  (sé)</p>	<p>The President of the Republic  <b>KAGAME Paul</b>  (sé)  The Prime Minister  <b>MAKUZA Bertrand</b>  (sé)  The Minister of Foreign Affairs and Cooperation  <b>Dr. MURIGANDE Charles</b>  (sé)</p>	<p>Le Président de la République  <b>KAGAME Paul</b>  (sé)  Le Premier Ministre  <b>MAKUZA Bernard</b>  (sé)  Le Ministre des Affaires Etrangères et de la Coopération  <b>Dr. MURIGANDE Charles</b>  (sé)</p>
<p>Minisitiri w'Ubutaka, Ibibukikije, Amashyamba, Amazi na Mine  <b>BAZIVAMO Christophe</b>  (sé)</p>	<p>The Minister of Lands, Environment, Forestry, Water and Mines  <b>BAZIVAMO Christophe</b>  (sé)</p>	<p>Le Ministre des Terres, de l'Environnement, des Forêts, de l'Eau et des Mines  <b>BAZIVAMO Christophe</b>  (sé)</p>
<p>Umunyamabanga wa Leta ushinzwe Ubutaka n'Ibibukikije  <b>HAJABAKIGA Patricia</b>  (sé)</p>	<p>The Minister of State in charge of Lands and Environment  <b>HAJABAKIGA Patricia</b>  (sé)</p>	<p>Le Secrétaire d'Etat chargé des Terres et de l'Environnement  <b>HAJABAKIGA Patricia</b>  (sé)</p>
<p>Bibonywe kandi bishyizweho Ikirango cya Repubulika :</p>	<p><b>Seen and sealed with the Seal of the Republic :</b></p>	<p><b>Vu et scellé du Sceau de la République :</b></p>
<p>Minisitiri w'Ubutabera  <b>KARUGARAMA Tharcisse</b>  (sé)</p>	<p>The Minister of Justice  <b>KARUGARAMA Tharcisse</b>  (sé)</p>	<p>Le Ministre de la Justice  <b>KARUGARAMA Tharcisse</b>  (sé)</p>

ITEKA RYA PEREZIDA N° 54/01 RYO KUWA 31/12/2007 RYEMEZA BURUNDU AMASEZERANO MPUZAMAHANGA Y'I CARTAGENA YEREKEYE UMUTEKANO W'URUSOBE RW'IBINYABUZIMA YATEGURIWE GUSHYIRWAHO UMUKONO I NAIROBI GUHERA TARIKI YA 15 KUGEZA KU YA 26 GICURASI 2000 N'I NEW YORK GUHERA TARIKI YA 5 KAMENA 2000 KUGEZA KU YA 4 KAMENA 2001	PRESIDENTIAL ORDER N° 54/01 OF 31/12/2007 RATIFYING THE CARTAGENA PROTOCOL ON BIOSAFETY TO THE CONVENTION ON BIOLOGICAL BIODIVERSITY OPENED FOR SIGNATURE AT NAIROBI FROM 15 TO MAY 26, 2000 AND IN NEW YORK FROM JUNE 5, 2000 TO JUNE 4, 2001	ARRETE PRESIDENTIEL N° 54/01 DU 31/12/2007 PORTANT RATIFICATION DU PROTOCOLE DE CARTAGENA SUR LA BIOSÉCURITÉ A LA CONVENTION SUR LA DIVERSITÉ BIOLIQUE, OUVERT A LA SIGNATURE A NAIROBI, DU 15 AU 26 MAI 2000, ET A NEW YORK, DU 5 JUIN 2000 AU 4 JUIN 2001
ISHAKIRO  <u>Ingingo ya mbere:</u> kwemezwa burundu kw'amasezerano  <u>Ingingo ya 2 :</u> Ivanwaho ry'ingingo zinyuranyije n'iri teka  <u>Ingingo ya 3 :</u> Abashinzwe ishyirwa mu bikorwa ry'iri teka  <u>Ingingo ya 4 :</u> Igihe iteka ritangira gukurikizwa	<b>TABLE OF CONTENTS</b>  <u>Article One:</u> Ratification of the Convention  <u>Article 2:</u> Repealing of inconsistent provisions  <u>Article 3:</u> Authorities responsible for implementation of this Order  <u>Article 4:</u> Commencement	<b>TABLE DES MATIERES</b>  <u>Article premier:</u> Ratification de la Convention  <u>Article 2:</u> Disposition abrogatoire  <u>Article 3:</u> Autorités chargées de l'exécution du présent arrêté  <u>Article 4:</u> Entrée en vigueur

**YATEGURIWE GUSHYIRWAHO UMUKONO I  
NAIROBI GUHERA TARIKI YA 15 KUGEZA KU YA  
26 GICURASI 2000 N'I NEW YORK GUHERA TARIKI  
YA 5 KAMENA 2000 KUGEZA KU YA 4 KAMENA  
2001**

**PRESIDENTIAL ORDER N° 54/01 OF  
31/12/2007 RATIFYING THE CARTAGENA  
PROTOCOL ON BIOSAFETY TO THE  
CONVENTION ON BIOLOGICAL  
BIODIVERSITY OPENED FOR SIGNATURE  
AT NAIROBI FROM 15 TO MAY 26, 2000 AND  
IN NEW YORK FROM JUNE 5, 2000 TO JUNE  
4, 2001**

**ARRETE PRESIDENTIEL N° 54/01 DU  
31/12/2007 PORTANT RATIFICATION DU  
PROTOCOLE DE CARTAGENA SUR LA  
BIOSECURITE A LA CONVENTION SUR LA  
DIVERSITE BIOLOGIQUE, OUVERT A LA  
SIGNATURE A NAIROBI, DU 15 AU 26 MAI  
2000, ET A NEW YORK, DU 5 JUIN 2000 AU 4  
JUIN 2001**

Twebwe, KAGAME Paul,  
Perezida wa Repubulika ;

Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, ryo kuwa 4 Kamena 2003, nk'uko ryavuguruwe kugeza ubu, cyane cyane mu ngingo zaryo iya 49, iya 98, iya 112, iya 121, iya 189, iya 191 n'iya 201 ;

Dushingiye ku Itegeko n° 38/2003 ryo kuwa 29/12/2003 ryerekeye kwemerera burundi Amasezerano Mpuzamahanga y'i CARTAGENA yerekeye Umutekano w'urusobe rw'Ibinyabuzima yateguve gushyirwaho umukono i Nairobi guhera tariki ya 15 kugeza ku ya 26 Gicurasi 2000 n'i New York guhera tariki ya 5 Kamena 2000 kugeza ku ya 4 Kamena 2001;

Tumaze kubona Amasezerano Mpuzamahanga y'i CARTAGENA yerekeye Umutekano w'urusobe rw'Ibinyabuzima yateguve gushyirwaho umukono i Nairobi guhera tariki ya 15 kugeza ku ya 26 Gicurasi 2000 n'i New York guhera tariki ya 5 Kamena 2000 kugeza ku ya 4 Kamena 2001;

Bisabwe n'Umunyamabanga wa Leta ushinzwe Ubutaka n'Ibidukikije ;

Inama y'Abaminisitiri yateranye kuwa 23/01/2007 imaze kubisuzuma no kubyemeza ;

**T W A T E G E T S E      K A N D I  
DUTEGETSE :**

**Iningo ya mbere : Kwemezwa  
burundi kw'amasezerano**

We, KAGAME Paul,  
President of the Republic ;

Pursuant to the Constitution of the Republic of Rwanda of 4 June 2003, as amended to date, especially in its articles 49, 98, 112, 121, 189, iya 191 n'iya 201 ;

Pursuant to Law n° 38/2003 of 29/12/2003 authorising the ratification of CARTAGENA Protocol on Biosafety to the Convention of Biological Biodiversity signed at NAIROBI from 15 to May 26, 2000 and in NEW YORK from June 5, 2000 to June 4, 2001;

Considering the CARTAGENA Protocol of Biosafety opened for signature at NAIROBI from 15 to May 26, 2000 and in NEW YORK from June 5, 2000 to June 4, 2001;

On proposal by the Minister of State in charge of Lands and Environment ;

After consideration and approval by the Cabinet in its session of 23/01/2007 ;

**HAVE ORDERED AND HEREBY  
ORDER :**

**Article One : Ratification of the  
Convention**

The CARTAGENA Protocol on Biosafety to the Convention of

**Nous, KAGAME Paul,  
Président de la République ;**

Vu la Constitution de la République du Rwanda du 4 juin 2003, telle que révisée à ce jour, spécialement en ses articles 49, 98, 112, 121, 189, 191 et 201 ;

Vu la Loi n° 38/2003 du 29/12/2003 autorisant la ratification du Protocole de CARTAGENA sur la Biosécurité à la Convention sur la Diversité Biologique, ouvert à la signature à Nairobi du 15 au 26 mai 2000, et à New York du 5 juin 2000 au 4 juin 2001 ;

Considérant le Protocole de CARTAGENA sur la Biosécurité à la Convention sur la Diversité Biologique, ouvert à la signature à Nairobi, du 15 au 26 mai 2000, et à New York , du 5 juin 2000 au 4 juin 2001;

Sur proposition du Secrétaire d'Etat chargé des Terres et de l'Environnement ;

Après examen et adoption par le Conseil des Ministres en sa séance du 23/01/2007 ;

**AVONS ARRETE ET ARRETONS :**

**Article premier : Ratification de la  
Convention**

Le Protocole de CARTAGENA sur la

<p>Amasezerano Mpuzamahanga y'i CARTAGENA yerekeye umutekano w'urusobe rw'ibinyabuzima yateguwe gushyirwaho umukono i Nairobi guhera tariki ya 15 kugeza ku ya 26 Gicurasi 2000 n'i New York guhera tariki ya 5 Kamena 2000 kugeza ku ya 4 Kamena 2001 yemejwe burundu kandi atangiye gukurikizwa mu ngingo zayo zose.</p> <p><b>Ingingo ya 2 : Ivanwaho ry'ingingo z'amateka zinyuranyije n'iri teka</b></p> <p>Iningo zose z'amateka abanziriza iri kandi zinyuranyije naryo zivanyweho.</p> <p><b>Ingingo ya 3 : Abashinzwe kubahiriza iri teka</b></p> <p>Minisitiri w'Intebe, Minisitiri w'Ubutwelerane, Minisitiri w'Ubutaka, Ibibukikije, Amashyamba, Amazi na Mine n'Umunyamabanga wa Leta ushinzwe Ubutaka n'Ibibukikije basabwe kubahiriza iri teka.</p> <p><b>Ingingo ya 4 : Igihe iteka ritangira gukurikizwa</b></p> <p>Iri teka ritangira gukurikizwa umunsu ritangarijweho mu Igazeti ya Leta ya Republikya y'u Rwanda.</p> <p>Kigali, kuwa 31/12/2007 Perezida wa Republikika <b>KAGAME Paul</b> (sé)</p> <p>Minisitiri w'Intebe <b>MAKUZA Bernard</b> (sé)</p> <p>Minisitiri w'Ubutwelerane <b>Dr. MURIGANDE Charles</b> (sé)</p> <p>Minisitiri w'Ubutaka, Ibibukikije, Amashyamba, Amazi na Mine <b>BAZIVAMO Christophe</b> (sé)</p> <p>Umunyamabanga wa Leta ushinzwe Ubutaka n'Ibibukikije <b>HAJABAKIGA Patricia</b> (sé)</p> <p><b>Bibonywe kandi bishyizweho Ikirango cya Republikika :</b></p> <p>Minisitiri w'Ubutabera <b>KARUGARAMA Tharcisse</b> (sé)</p>	<p>Biological Biodiversity opened for RAMSAR Convention of February 2, 1971 on Wetlands of International importance, especially as waterfowl habitats is hereby ratified and becomes fully effective.</p> <p><b>Article 2 : Repealing of inconsistent provisions</b></p> <p>All prior provisions contrary to this Order are hereby repealed.</p> <p><b>Article 3 : Authorities responsible for implementation of this Order</b></p> <p>The Prime Minister, the Minister of Foreign Affairs and Cooperation, the Minister of Lands, Environment, Forestry, Water and Mines and the Minister of State in charge of Lands and Environment are entrusted with implementation of this Order.</p> <p><b>Article 4 : Commencement</b></p> <p>This Order shall come into force on the date of its publication in the Official Gazette of the Republic of Rwanda.</p> <p>Kigali, on 31/12/2007</p> <p>The President of the Republic <b>KAGAME Paul</b> (sé) The Prime Minister <b>MAKUZA Bertrand</b> (sé)</p> <p>The Minister of Foreign Affairs and Cooperation <b>Dr. MURIGANDE Charles</b> (sé)</p> <p>The Minister of Lands, Environment, Forestry, Water and Mines <b>BAZIVAMO Christophe</b> (sé)</p> <p>The Minister of State in charge of Lands and Environment <b>HAJABAKIGA Patricia</b> (sé)</p> <p><b>Seen and sealed with the Seal of the Republic :</b></p> <p>The Minister of Justice <b>KARUGARAMA Tharcisse</b> (sé)</p>	<p>Biosécurité à la Convention sur la Diversité Biologique, ouvert à la signature à Nairobi, du 15 au 26 mai 2000, et à New York , du 5 juin 2000 au 4 juin 2001 est ratifié et sort son plein et entier effet.</p> <p><b>Article 2 : Disposition abrogatoire</b></p> <p>Toutes les dispositions antérieures contraires au présent arrêté sont abrogées.</p> <p><b>Article 3 : Autorités chargées de l'exécution de l'arrêté</b></p> <p>Le Premier Ministre, Le Ministre des Affaires Etrangères et de la Coopération, le Ministre des Terres, de l'Environnement, des Forêts, de l'Eau et des Mines et le Secrétaire d'Etat chargé la terre et de l'Environnement sont chargés de l'exécution du présent arrêté.</p> <p><b>Article 4 : Entrée en vigueur</b></p> <p>Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda.</p> <p>Kigali, le 31/12/2007</p> <p>Le Président de la République <b>KAGAME Paul</b> (sé) Le Premier Ministre <b>MAKUZA Bernard</b> (sé)</p> <p>Le Ministre des Affaires Etrangères et de la Coopération <b>Dr. MURIGANDE Charles</b> (sé)</p> <p>Le Ministre des Terres, de l'Environnement, des Forêts, de l'Eau et des Mines <b>BAZIVAMO Christophe</b> (sé)</p> <p>Le Secrétaire d'Etat chargé des Terres et de l'Environnement <b>HAJABAKIGA Patricia</b> (sé)</p> <p><b>Vu et scellé du Sceau de la République :</b></p> <p>Le Ministre de la Justice <b>KARUGARAMA Tharcisse</b> (sé)</p>
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ITEKA RYA PEREZIDA N° 56/01 RYO KUWA 31/12/2007 RYIMURA UMUSIRIKARE MU NGABO Z'IGIHUGU AKAJYA MU YINDI MIRIMO Y'UBUTEGETSI BWITE BWA LETA	PRESIDENTIAL ORDER N° 56/01 OF 31/12/2007 TRANSFERRING A SOLDIER OF THE RWANDA DEFENSE FORCES TO THE CENTRAL GOVERNEMENT	ARRETE PRESIDENTIEL N° 56/01 DU 31/12/2007 PORTANT TRANSFERT D'UN MILITAIRE DES FORCES RWANDAISES DE DEFENSE A L'ADMINISTRATION CENTRALE
<p><b>ISHAKIRO</b></p> <p><b><u>Ingingo ya mbere:</u></b> Umusirikare wimuwe</p> <p><b><u>Ingingo ya 2 :</u></b> Abashinzwe ishyirwa mu bikorwa ry'iri teka</p> <p><b><u>Ingingo ya 3 :</u></b> Ivanwaho ry'ingingo zinyuranyije n'iri teka</p> <p><b><u>Ingingo ya 4 :</u></b> Igihe iteka ritangira gukurikizwa</p>	<p><b>TABLE OF CONTENTS</b></p> <p><b><u>Article One:</u></b> A military transferred Ratification of the Convention</p> <p><b><u>Article 2:</u></b> Authorities responsible for implementation</p> <p><b><u>Article 3:</u></b> Repealing provision</p> <p><b><u>Article 4:</u></b> Commencement</p>	<p><b>TABLE DES MATIERES</b></p> <p><b><u>Article premier:</u></b> Un militaire transféré</p> <p><b><u>Article 2:</u></b> Autorités chargées de l'exécution du présent arrête</p> <p><b><u>Article 3:</u></b> Disposition abrogatoire</p> <p><b><u>Article 4:</u></b> Entrée en vigueur</p>

**PRESIDENTIAL ORDER N° 56/01 OF  
31/12/2007 TRANSFERRING A SOLDIER OF  
THE RWANDA DEFENSE FORCES TO THE  
CENTRAL GOVERNEMENT**

**ARRETE PRESIDENTIEL N° 56/01 DU  
31/12/2007 PORTANT TRANSFERT D'UN  
MILITAIRE DES FORCES RWANDAISES DE  
DEFENSE A L'ADMINISTRATION CENTRALE**

<p><b>Twebwe, KAGAME Paul, Perezida wa Repubulika ;</b></p> <p>Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda, ryo kuwa 4 Kamena 2003, nk'uko ryavuguruwe kugeza ubu, cyane cyane mu ngingo zaryo iya 49, iya 98, iya 112, iya 121-2°, n'iya 201 ;</p> <p>Dushingiye ku Itegeko n° 22/2002 ryo kuwa 09/07/2002 rishyiraho sitati rusange y'abakozi ba Leta n'inzego z'imirimo ya Leta, cyane cyane mu ngingo ya 1-1°-a ;</p> <p>Dushingiye ku Iteka rya Perezida n° 72/01 ryo kuwa 08/07/2002 rishyiraho amategeko rusange y'Abasirikare nk'uko ryahinduwe kandi ryujujwe kugeza ubu, cyane cyane mu ngingo yaryo ya 25;</p> <p>Bisabwe na Minisitiri w'Ingabo;</p> <p>Inama y'Abaminisitiri yateranye kuwa 14/09/2007 imaze kubiszuma no kubyemeza;</p> <p><b>T W A T E G E T S E      K A N D I DUTEGETSE :</b></p> <p><b><u>Iningo ya mbere</u> : Umusirikare wimuwe</b></p> <p>Maj. John SEMAFARA yimuriwe mu Ngabo z'Ighugu akajya gukorera muri Ministeri y'Ibikorwa Remezo nk'Umuyobozi w'Ishami Rishinzwe Ubumenyi bw'Ikirere.</p> <p><b><u>Iningo ya 2</u> : Abashinzwe gushyira mu bikorwa iri teka</b></p> <p>Minisitiri w'Intebe, Minisitiri w'Ingabo, Minisitiri w'Ibikorwa Remazo na Minisitiri w'Abakozi ba Leta n'Umurimo basabwe kubahiriza iri teka.</p> <p><b><u>Iningo ya 3</u> : Ivanwaho ry'ingingo zinyuranyije n'iri teka</b></p> <p>Iningo zose z'amateka abanziriza iri kandi zinyuranyije naryo zivanyweho.</p>	<p><b>We, KAGAME Paul, President of the Republic ;</b></p> <p>Pursuant to the Constitution of the Republic of Rwanda of 4 June 2003, as amended to date, especially in its Articles 112, 121-2° and 201 ;</p> <p>Pursuant to Law n° 22/2002 of 09/07/2002 establishing the general statutes for rwanda public service, especially in its Article 1-1° a ;</p> <p>Pursuant to the Presidential Order n° 72/01 ddof 08/07/2002 establishing the Army general statute, as modified and complemented to date, especially in its Article 25 ;</p> <p>On proposal by the Minister of Defense ;</p> <p>After consideration and adoption by the Cabinet in its session of 14/09/2007;</p> <p><b>HAVE ORDERED AND HEREBY ORDER :</b></p> <p><b><u>Article One</u> : A military transferred</b></p> <p>Maj. John SEMAFARA is transferred from the Rwanda Defense Forces to the Ministry of Infrastructure as Head of Meteorology Departement.</p> <p><b><u>Article 2</u> : Authorities responsible for implementation of this Order</b></p> <p>The Prime Minister, the Minister of Defense, the Minister of Infrastructure and the Minister of Public Service and Labour are entrusted with implementation of this Order.</p> <p><b><u>Article 3</u> : Repealing provision</b></p> <p>All prior provisions contrary to this Order are hereby repealed.</p> <p><b><u>Article 4</u> : Commencement</b></p>	<p><b>Nous, KAGAME Paul, Président de la République ;</b></p> <p>Vu la Constitution de la République du Rwanda du 4 juin 2003, telle que révisée à ce jour, spécialement en ses articles 112, 121-2° et 201 ;</p> <p>Vu la Loi n° 22/2002 du 09/07/2002 portant statut général de la fonction publique rwandaise, spécialement en son article 1-1° a ;</p> <p>Vu l'Arrêté Présidentiel n° 72/01 du 08/07/2002 portant statut général des militaires, tel que modifié et complété à ce jour, spécialement en son article 25 ;</p> <p>Sur proposition du Ministre de la Défense;</p> <p>Après examen et adoption par le Conseil des Ministres en sa séance du 14/09/2007;</p> <p><b>AVONS ARRETE ET ARRETONS :</b></p> <p><b><u>Article premier</u> : Un militaire transféré</b></p> <p>Maj. John SEMAFARA est transféré des Forces Rwandaises de Défense au Ministère des Infrastructures en tant que Chef du Département de Météorologie.</p> <p><b><u>Article 2</u> : Autorités chargées de l'exécution de cet arrêté</b></p> <p>Le Premier Ministre, Le Ministre de la Défense, le Ministre des Infrastructures et le Ministre de la Fonction Public et du Travail sont chargés de l'exécution du présent arrêté.</p> <p><b><u>Article 3</u> : Disposition abrogatoire</b></p> <p>Toutes les dispositions antérieures contraires au présent arrêté sont abrogées.</p> <p><b><u>Article 4</u> : Entrée en vigueur</b></p> <p>Le présent arrêté entre en vigueur le jour</p>
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**Ingingo ya 4 : Gutangira gukurikizwa**

Iri teka ritangira gukurikizwa umunsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda. Agaciro karyo gahera kuwa 14/09/2007.

Kigali, kuwa 31/12/2007

Perezida wa Repubulika  
**KAGAME Paul**  
(sé)

Minisitiri w'Intebe  
**MAKUZA Bernard**  
(sé)

Minisitiri w'Ingabo  
**GATSINZI Marcel**  
(sé)

Minisitiri w'Ibikorwa Remezo  
**KAMANZI Stanislas**  
(sé)

Minisitiri w'Abakozi ba Leta  
n'Umurimo  
**Prof. NSHUTI Manasseh**  
(sé)

**Bibonywe kandi bishyizweho**  
**Ikirango cya Repubulika :**

Minisitiri w'Ubutabera  
**KARUGARAMA Tharcisse**  
(sé)

This Order shall come into force on the date of its publication in the Official Gazette of the Republic of Rwanda. It takes effect as of 14/09/2007.

Kigali, on 31/12/2007

The President of the Republic  
**KAGAME Paul**  
(sé)

The Prime Minister  
**MAKUZA Bertrand**  
(sé)

The Minister of Defense  
**GATSINZI Marcel**  
(sé)

The Minister of Infrastructure  
**KAMANZI Stanislas**  
(sé)

The Minister of Public Service and  
Labour  
**Prof. NSHUTI Manasseh**  
(sé)

**Seen and sealed with the Seal of the**  
**Republic :**

The Minister of Justice  
**KARUGARAMA Tharcisse**  
(sé)

de sa publication au Journal Officiel de la République du Rwanda. Il sort ses effets à partir du 14/09/2007.

Kigali, le 31/12/2007

Le Président de la République  
**KAGAME Paul**  
(sé)

Le Premier Ministre  
**MAKUZA Bernard**  
(sé)

Le Ministre de la Défense  
**GATSINZI Marcel**  
(sé)

Le Ministre des Infrastructures  
**KAMANZI Stanislas**  
(sé)

Le Minisitre de la Fonction Publique et  
du Travail  
**Prof. NSHUTI Manasseh**  
(sé)

**Vu et scellé du Sceau de la**  
**République :**

Le Ministre de la Justice  
**KARUGARAMA Tharcisse**  
(sé)

**ITEKA RYA PEREZIDA N° 62/01**  
**RYO KUWA 31/12/2007**  
**RISHYIRaho MINISITIRI MURI**  
**PEREZIDANSI YA REPUBLIKA**  
**USHINZWE UBUME NYI,**  
**IKORANA BUHANGA ,**

**PRESIDENTIAL ORDER N° 62/01**  
**OF 31/12/2007 APPOINTING THE**  
**MINISTER IN THE PRESIDENT'S**  
**OFFICE IN CHARGE OF**  
**SCIENCE, TECHNOLOGY,**  
**SCIENTIFIC RESEARCH AND**

**ARRETE PRESIDENTIEL N° 62/01**  
**D U 31 / 12 / 2007 PORTANT**  
**NOMINATION DU MINISTRE A LA**  
**PRESIDENCE CHARGE DE LA**  
**SCIENCE, DE LA TECHNOLOGIE,**  
**DE LA RECHERCHE**

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ITEKA RYA PEREZIDA N° 62/01  
RYO KUWA 31/12/2007  
RISHYIRAHO MINISITIRI MURI  
PEREZIDANSI YA REPUBLIKA  
USHINZWE UBUMENYI,  
IKORANABUHANGA,  
UBUSHAKASHATSI  
N'IKORANABUHANGA MU  
ITUMANAHO

PRESIDENTIAL ORDER N° 62/01  
OF 31/12/2007 APPOINTING THE  
MINISTER IN THE PRESIDENT'S  
OFFICE IN CHARGE OF  
SCIENCE, TECHNOLOGY,  
SCIENTIFIC RESEARCH AND  
I N F O R M A T I O N  
C O M M U N I C A T I O N  
TECHNOLOGIES

ARRETE PREISDENTIEL N° 62/01  
DU 31/12/2007 PORTANT  
NOMINATION DU MINISTRE A LA  
PRESIDENCE CHARGE DE LA  
SCIENCE, DE LA TECHNOLOGIE,  
DE LA RECHERCHE  
SCIENTIFIQUE ET DES  
TECHNOLOGIES DE  
L ' I N F O R M A T I O N  
COMMUNICATION

Twebwe, KAGAME Paul,  
Perezida wa Repubulika;

We, KAGAME Paul,  
President of the Republic ;

Nous, KAGAME Paul,  
Président de la République ;

Dushingiye ku Itegeko Nshinga rya  
Repubulika y'u Rwanda ryo kuwa 04  
Kamena 2003, nk'uko ryavuguruwe  
kugeza ubu, cyane cyane mu ngingo  
zaryo iya 112 n'iya 116;

Pursuant to the Constitution of the  
Republic of Rwanda of 04 June 2003,  
as amended to date, especially in  
Articles 112 and 116;

Vu la Constitution de la République du  
Rwanda du 04 juin 2003, telle que révisée  
à ce jour, spécialement en ses articles 112  
et 116;

Dushingiye ku Iteka rya Perezida n°  
29/01 ryo kuwa 26/05/2006 rishyiraho  
Minisitiri muri Perezidansi ya  
Repubulika ushinzwe ubumenyi,  
Ikoranabuhanga n'Ubushakashatsi;

Having revised the Presidential Order n°  
29/01 of 26/05/2006 appointing the  
Minister in the President's Office in  
charge of Science, Technology and  
Scientific Research;

Revu l'Arrêté Présidentiel n° 29/01 du  
26/05/2006 portant nomination du  
Ministre à la Présidence de la République  
chargé de la Science, de la Technologie et  
de la Recherche Scientifique;

On proposal by the Prime Minister ;

Sur proposition du Premier Ministre ;

Bisabwe na Minisitiri w'Intebe;

**TWATEGETSE KANDI  
DUTEGETSE:**

**Ingingo ya mbere: Ishyirwaho rya  
Minisitiri**

Prof. MURENZI Romain agizwe Minisitiri muri Perezidansi ya Repubulika ushinzwe Ubumenyi, Ikoranabuhanga, Ubushakashatsi n'Ikoranabuhanga mu Itumanaho.

**Ingingo ya 2: Abashinzwe gushyira  
mu bikorwa iri teka**

Minisitiri w' Intebe asabwe kubahiriza iri teka.

**Ingingo ya 3: Kuwanwaho  
kw'ingingo zinyuranyije n'iri teka**

Ingingo zose z' amateka abanziriza iri kandi zinyuranyije na ryo zivanyweho.

**Ingingo ya 4: Igihe iteka ritangira  
gukurikizwa**

Iri teka ritangira gukurikizwa umunsi rishyiriweho umukono. Agaciro karyo gahera kuwa 03/12/2007.

Kigali, kuwa 31/12/2007

Perezida wa Repubulika  
**KAGAME Paul**  
(sé)

Minisitiri w'Intebe  
**MAKUZA Bernard**  
(sé)

**Bibonywe kandi bishyzweho  
Ikirango cya Repubulika:**

Minisitiri w'Ubutabera/Intumwa Nkuru  
ya Leta  
**KARUGARAMA Tharcisse**  
(sé)

**HAVE ORDERED AND HEREBY  
ORDER:**

**Article One: Appointment of the  
Minister**

Prof. MURENZI Romain is appointed Minister in the President's Office in charge of Science, Technology, Scientific Research and Information Communication Technologies.

**Article 2: Authorities responsible for  
implementation of this Order**

The Prime Minister is entrusted with implementing this Order.

**Article 3: Repealing provision**

All prior provisions contrary to this Order are hereby repealed.

**Article 4: Commencement**

This Order shall come into force on the date of its signature. It takes effect as of 03/12/2007.

Kigali, on 31/12/2007

The President of the Republic  
**KAGAME Paul**  
(sé)

The Prime Minister  
**MAKUZA Bernard**  
(sé)

**Seen and sealed with the Seal of the  
Republic:**

The Minister of Justice/Attorney  
General  
**KARUGARAMA Tharcisse**  
(sé)

**AVONS ARRETE ET ARRETONS:**

**Article premier: Nomination du  
Ministre**

Peof. MURENZI Romain est nommé Ministre à la Présidence de la République chargé de la Science, de la Technologie, de la Recherche Scientifique et des Technologies de l'Information Communication.

**Article 2: Autorités chargées de  
l'exécution du présent arrêté**

Le Premier Ministre est chargé de l'exécution du présent arrêté.

**Article 3: Disposition abrogatoire**

Toutes les dispositions antérieures contraires au présent arrêté sont abrogées.

**Article 4: Entrée en vigueur**

Le présent arrêté entre en vigueur le jour de sa signature. Il sort ses effets à partir du 03/12/2007.

Kigali, le 31/12/2007

Le Président de la République  
**KAGAME Paul**  
(sé)

Le Premier Ministre  
**MAKUZA Bernard**  
(sé)

**Vu et scellé du Sceau de la République:**

Le Ministre de la Justice/Garde des Sceaux  
**KARUGARAMA Tharcisse**  
(sé)

**ITEKA RYA PEREZIDA N° 63/01  
RYO KUWA 31/12/2007  
RISHYIRAHO  
UMUNYAMABANGA WA LETA  
USHINZWE INGU FU MURI**

**PRESIDENTIAL ORDER N° 63/01  
OF 31/12/2007 APPOINTING THE  
MINISTER OF STATE IN  
CHARGE OF ENERGY IN THE  
MINISTRY OF**

**ARRETE PRESIDENTIEL N° 63/01  
DU 31/12/2007 PORTANT  
NOMINATION DU SECRETAIRE  
D'ETAT CHARGE DE L'ENERGIE  
AU MINISTRE DES**

MINISITERI Y'IBIKORWA REMEZO	INFRASTRUCTURE	INFRASTRUCTURES
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<u>Ingingo ya 2:</u> Abashinzwe gushyira mu bikorwa iri teka	<u>Article 2:</u> Authorities responsible for the implementation of this Order	<u>Article 2:</u> Autorités chargées de l'application de cet arrêté
<u>Ingingo ya 3:</u> Ku van waho kw'ingingo zinyuranyije n'iri teka	<u>Article 3:</u> Repealing provision	<u>Article 3:</u> Disposition abrogatoire
<u>Ingingo ya 4:</u> Igihe iteka ritangira gukurikizwa	<u>Article 4:</u> Commencement	<u>Article 4:</u> Entrée en vigueur
ITEKA RYA PEREZIDA N° 63/01 RYO KUWA 31/12/2007 R I S H Y I R A H O UMUNYAMABANGA WA LETA USHINZWE INGUFU MURI MINISITERI Y'IBIKORWA REMEZO	PRESIDENTIAL ORDER N° 63/01 OF 31/12/2007 APPOINTING THE MINISTER OF STATE IN CHARGE OF ENERGY IN THE MINISTRY OF INFRASTRUCTURE	ARRETE PRESIDENTIEL N° 63/01 DU 31/12/2007 PORTANT NOMINATION DU SECRETAIRE D'ETAT CHARGE DE L'ENERGIE AU MINISTRE DES INFRASTRUCTURES
Twebwe, KAGAME Paul, Perezida wa Repubulika;	We, KAGAME Paul, President of the Republic ;	Nous, KAGAME Paul, Président de la République ;
Dushingiye ku Itegeko Nshinga rya Repubulika y'u Rwanda ryo kuwa 04 Kamena 2003, nk'uko ryavuguruwe kugeza ubu, cyane cyane mu ngingo zaryo iya 112 n'iya 116;	Pursuant to the Constitution of the Republic of Rwanda of 04 June 2003, as amended to date, especially in Articles 112 and 116;	Vu la Constitution de la République du Rwanda du 04 juin 2003, telle que révisée à ce jour, spécialement en ses articles 112 et 116;
Dushingiye ku Iteka rya Perezida n° 02 bis ryo kuwa 30/01/2005 rishyiraho Umunyamabanga wa Leta ushinzwe Ingufu n'Itumanaho muri Minisiteri y'Ibikorwa Remezo;	Having revised the Presidential Order n° 02 bis of 30/01/2005 appointing the Minister of State in charge of Energy and Communication in the Ministry of Infrastructure proposal by the Ministry of Infrastructure ;	Revu l'Arrêté Présidentiel n° 02 bis du 30/01/2005 portant nomination du Secrétaire d'Etat chargé de l'Energie et des Communications au Ministère des Infrastructures;
Bisabwe na Minisitiri w'Intebe;	On proposal by the Prime Minister ;	Sur proposition du Premier Ministre ;
<b>TWATEGETSE KANDI</b>	<b>HAVE ORDERED AND HEREBY</b>	<b>AVONS ARRETE ET ARRETONS:</b>

DUTEGETSE:	ORDER:	
<b>Ingingo ya mbere:</b> Ishyirwaho ry'Umunyamabanga wa Leta	<b>Article One: Appointment of a Secretary General</b>  Eng. BUTARE Albert is appointed Minister of State in charge of Energy in the Ministry of Infrastructure.	<b>Article premier:</b> Nomination d'un Secrétaire Général  Eng. BUTARE Albert est nommé Secrétaire d'Etat chargé de l'Energie au Ministère des Infrastructures.
<b>Ingingo ya 2:</b> Abashinzwe gushyira mu bikorwa iri teka	<b>Article 2: Authorities responsible for implementation of this Order</b>  The Prime Minister is entrusted with implementing this Order.	<b>Article 2:</b> Autorités chargées de l'exécution du présent arrêté  Le Premier Ministre est chargé de l'exécution du présent arrêté.
Minisitiri w' Intebe asabwe kubahiriza iri teka.		
<b>Ingingo ya 3:</b> Ku van wah o kw'ingingo zinyuranyije n'iri teka	<b>Article 3: Repealing provision</b>  All prior provisions contrary to this Order are hereby repealed.	<b>Article 3: Disposition abrogatoire</b>  Toutes les dispositions antérieures contraires au présent arrêté sont abrogées.
Ingingo zose z' amateka abanziriza iri kandi zinyuranyije na ryo zivanyweho.		
<b>Ingingo ya 4:</b> Igihe iteka ritangira gukurikizwa	<b>Article 4: Commencement</b>  This Order shall come into force on the date of its signature. It takes effect as of 03/12/2007.  Kigali, on 31/12/2007	<b>Article 4: Entrée en vigueur</b>  Le présent arrêté entre en vigueur le jour de sa signature. Il sort ses effets à partir du 03/12/2007.  Kigali, le 31/12/2007
Iri teka ritangira gukurikizwa umunsi rishyiriweho umukono. Agaciro karyo gahera kuwa 03/12/2007.  Kigali, kuwa 31/12/2007	The President of the Republic <b>KAGAME Paul</b> (sé)  The Prime Minister <b>MAKUZA Bernard</b> (sé)	Le Président de la République <b>KAGAME Paul</b> (sé)
Perezida wa Repubulika <b>KAGAME Paul</b> (sé)		Le Premier Ministre <b>MAKUZA Bernard</b> (sé)
Minisitiri w'Intebe <b>MAKUZA Bernard</b> (sé)		<b>Vu et scellé du Sceau de la République:</b>
Bibonywe kandi bishyizweho Ikirango cya Repubulika:  Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta <b>KARUGARAMA Tharcisse</b> (sé)	Seen and sealed with the Seal of the Republic:  The Minister of Justice/Attorney General <b>KARUGARAMA Tharcisse</b> (sé)	Le Ministre de la Justice/Garde des Sceaux <b>KARUGARAMA Tharcisse</b> (sé)

ITEKA RYA PEREZIDA N° 65/01 RYO KUWA 31/12/2007 RIHAMYA INOTI Y'AMAFARANGA IBIHUMBI BIBIRI (2.000 FRW) IFITE AGACIRO MU RWANDA	PRESIDENTIAL ORDER N° 65/01 OF 31/12/2007 ISSUING A TWO THOUSAND FRANCS (2000 FRW) BANKNOTE WHICH IS LEGAL TENDER IN RWANDA	ARRETE PRESIDENTIEL N° 65/01 DU 31/12/2007 PORTANT EMISSION D'UN BILLET DE BANQUE DE DEUX MILLE FRANCS (2000 FRW)
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<u>Iningo ya 2</u> : Ikoreshwa	<u>Article 2</u> : Circulation	<u>Article 2</u> : Circulation
<u>Iningo ya 3</u> : Umugereka	<u>Article 3</u> : Annex	<u>Article 3</u> : Annexe
<u>Iningo ya 4</u> : Abashinzwe gushyira iteka mu bikorwa	<u>Article 4</u> : Authorities responsible for the implementation of this Order	<u>Article 4</u> : Autorités chargées de l'exécution de cet arrêté
<u>Iningo ya 5</u> : Ivanwaho ry'ingingo zinyuranyije n'iri teka	<u>Article 5</u> : Repealing of inconsistent provisions	<u>Article 5</u> : Disposition abrogatoire
<u>Iningo ya 6</u> : Igihe iri teka ritangira gukurikizwa	<u>Article 6</u> : Commencement	<u>Article 6</u> : Entrée en vigueur

**ITEKA RYA PEREZIDA N° 65/01 RYO KUWA 31/12/2007 RIHAMYA INOTI Y'AMAFARANGA IBIHUMBI BIBIRI (2.000 FRW) IFITE AGACIRO MU RWANDA**  
**PRESIDENTIAL ORDER N° 65/01 OF 31/12/2007 ISSUING A TWO THOUSAND FRANCS (2000 FRW) BANKNOTE WHICH IS LEGAL TENDER IN RWANDA**  
**ARRETE PRESIDENTIEL N° 65/01 DU 31/12/2007 PORTANT EMISSION D'UN BILLET DE BANQUE DE DEUX MILLE FRANCS (2000 FRW)**

Twebwe, KAGAME Paul, Perezida wa Repubulika ;	Tumaze kubona Itegeko N shi n g a r y a Repubulika y ' u Rwanda n k ' u k o ryavuguruwe kugeza ubu, cyane cyane ingingo yaryo ya 113, iya 121 n'iya 201 ;	Tumaze kubona Itegeko n° 11/97 ryo kuwa 26/07/1997 rishyiraho amategeko agenga	We, KAGAME Paul, President de la Republic ;	Pursuant to the Constitution of the Republic of Rwanda of 4 June 2003 as amended to date, especially in Article 113, 121 and 201 ; Pursuant to Law n° 11/97 of 26/07/1997 regarding statutes of the National Bank of Rwanda in Article 3, 34 and 36 ;	On proposal by the Minister of Finance and	Nous, KAGAME Paul, Président de la République ;	Vu la Constitution de la République du Rwanda du 4 juin 2003 telle que révisée à ce jour, spécialement en ses articles 113, 121 et 201 ; Vu la loi n° 11/97 du 26/07/1997 portant statuts de la Banque Nationale du Rwanda,
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<p>Banki Nasiyonali y'u Rwanda, cyane cyane mu ngingo zaryo iya 3, iya 34, iya 35 n'iya 36 ;</p>	<p>Bisabwe na Minisitiri w' I m a r i n'Igenamigambi ;</p>	<p>Economic Planning ; After consideration and approbal by the Cabinet in its session of 13/12/2007 ;</p>	<p>spécialement en ses articles 3, 34, 35 et 36 ;</p>
<p>Inama y'Abaminisitiri y a t e r a n y e k u w a 13/12/2007 imaze k u b i s u z u m a n o kubyemeza ;</p>	<p><b>T W A T E G E T S E K A N D I D U T E G E T S E :</b></p> <p><b><u>Ingingo ya mbere :</u></b> Ishyirwaho ry'inoti</p> <p>Inoti y'amafaranga ibihumbi bibiri (2000 FRW) ishyizweho na Banki Nasiyonali y'u Rwanda ifite agaciro mu Rwanda.</p>	<p><b>H A V E O R D E R E D A N D H E R E B Y O R D E R :</b></p> <p><b><u>Article One : Issuing a Banknote</u></b></p> <p>There is hereby issued a Two thousand Francs banknote by the National Bank of Rwanda, which is legal tender in Rwanda.</p>	<p>Sur proposition du Ministre des Fiances et de la Planification Economique ;</p> <p>Après examen et adoption par le Conseil des Ministres en sa séance du 13/12/2007 ;</p> <p><b>A V O N S A R R E T E E T A R R E T O N S :</b></p> <p><b><u>Article premier :</u></b> Emission d'un billet de banque</p>
<p><b><u>Ingingo ya 2 :</u></b> Ikoresha</p> <p>Inoti y'amafaranga ibihumbi bibiri (2000 Frw) izakoreshwa hamwe n'inoti zisanzweho z'amafaranga 5000, 1000, 500 na 100.</p>		<p><b><u>Article 2 : Circulation</u></b></p> <p>The Two thousand bankbotes shall be used simultaneously with the denomination of 5000, 1000, 500 and 100 Francs, which are in circulation.</p>	<p>Le billet de Deux mille francs rwandais (2000 Frw) émis par la Banque Nationale du Rwanda a cours légal au Rwanda.</p> <p><b><u>Article 2 :</u></b> Circulation</p>
<p><b><u>Ingingo ya 3 :</u></b> Umugereka</p> <p>Hashyizwe kuri iri teka umugereka ugaragaza ibirango inoti y'amafaranga ibihumbi bibiri (2000 Frw) kandi ufatwa nk'ingingo zirigize.</p>		<p><b><u>Article 3 : Annex</u></b></p> <p>There is an annex to this Order containing the features of the two thousand (Rwf 2,000) banknote and the annex shall form part of this Order.</p>	<p>Le billet de Deux mille francs rwandais (2000 Frw) sera en circulation simultanément avec les billets ayant cours légal de 5000, 1000, 500 et 100 Frw.</p> <p><b><u>Article 3 : Annexe</u></b></p>
<p><b><u>Ingingo ya 4 :</u></b> Abashinzwe kubahiriza iri teka</p> <p>Minisitiri w'Intebe na Minisitiri w'Imari n'Igenamigambi basabwe kubahiriza iri</p>		<p><b><u>Article 4 : Authorities entrusted with the implementation of this Order</u></b></p> <p>The Prime Minister and the Minister of Finance and Economic Planning are entrusted with the implementation of this Order.</p>	<p>L'annexe portant description du billet de Deux mille francs rwandais (2000 Frw) ci-après attachée au présent arrêté fait partie intégrante de cet arrêté.</p> <p><b><u>Article 4 : Autorités chargées de l'exécution de cet arrêté</u></b></p>
		<p><b><u>Article 5 : Repealing of inconsistent provisions</u></b></p> <p>All prior provisions contrary to this Order are hereby repealed.</p>	<p>Le Premier Ministre et le Ministre des Fiances et de la Planification</p>

teka.

**Ingingo ya 5 :**  
**Ivanwaho ry'ingingo zinyuranyije n'iri teka**

Ingingo zose z'amateka abanziriza iri kandi zinyuranyije naryo zivanyweho.

**Ingingo ya 6 : Igihe iri teka ritangira gukurikizwa**

Iri teka ritangira gukurikizwa umunsi ritangarijweho mu Igazeti ya Leta ya Repubulika y'u Rwanda. Agaciro karyo gahera tariki ya 13/12/2007.

Kigali, kuwa  
31/12/2007

Perezida wa  
Repubulika  
**KAGAME Paul**  
(sé)

Minisitiri w'Intebe  
**MAKUZA Bernard**  
(sé)

Minisitiri w'Imari  
n'Igenamigambi

**MUSONI James**  
(sé)

**Bibonywe kandi bishyizweho Ikirango cya Repubulika:**

Minisitiri w'Ubutabera/  
Intumwa Nkuru ya Leta  
**KARUGARAMA**  
Tharcisse  
(sé)

**Article 6 :**  
**Commencement**

This Order shall come into force on the date of its publication in the Official Gazette of the Republic of Rwanda. It takes effect from the 13/12/2007.

Kigali, on 31/12/2007

The President of the  
Republic  
**KAGAME Paul**  
(sé)

The Prime Minister  
**MAKUZA Bernard**  
(sé)

The Minister of  
Finances and Economic  
Planning

**MUSONI James**  
(sé)

**Seen and sealed with  
the Seal of the  
Republic:**

The Minister of Justice/  
Attorney General  
**KARUGARAMA**  
Tharcisse  
(sé)

Economique sont chargés de l'exécution du présent arrêté.

**Article 5 :**  
**Disposition abrogatoire**

Toutes les dispositions antérieures contraires au présent arrêté sont abrogées.

**Article 6 : Entrée en vigueur**

Le présent arrêté entre en vigueur le jour de sa publication au Journal Officiel de la République du Rwanda. Il prend ses effets à partir du 13/12/2007.

Kigali, le 31/12/2007

Le Président de la  
République  
**KAGAME Paul**

(sé)

Le Premier Ministre  
**MAKUZA Bernard**  
(sé)

Le Ministre des  
Finances et de la  
Planification  
Economique  
**MUSONI James**  
(sé)

**Vu et scellé du  
Sceau de la  
République:**

Le Ministre de la  
Justice/Garde des  
Sceaux  
**KARUGARAMA**  
Tharcisse  
(sé)

UMUGEREKA W'ITEKA RYA PEREZIDA N° 65/01 RYO KUWA 31/12/2007 RIHAMYA INOTI Y'AMAFARANGA IBIHUMBI BIBIRI (2000 FRW) IFITE AGACIRO MU RWANDA	ANNEX TO THE PRESIDENTIAL ORDER N° 65/01 OF 31/12/2007 RELATING TO ISSUING A TWO THOUSAND FRANCS (2000 Frw) BANKNOTE WHICH IS LEGAL TENDER IN RWANDA	ANNEXE A L'ARRÊTE PRESIDENTIEL N° 65/01 DU 31/12/2007 PORTANT EMISSION D'UN BILLET DE BANQUE DE DEUX MILLE FRANCS (2000 FRW)
<p><b>I B I R A N G A                    I N O T I Y'AMAFARANGA IBIHUMBI BIBIRI</b></p> <ul style="list-style-type: none"> <li>- Uko ingana : 142 mm x 72 mm</li> <li>- Ishusho igaragara muri iyo noti : Ikirangantego cya Repubulika y'u Rwanda n'inyuguti « BNR » munsi yacyo</li> <li>- Ibara ryiganjemo : Ibihogo.</li> </ul> <p><b>1. Imbere</b></p> <p><b>a) Amagambo</b></p> <ul style="list-style-type: none"> <li>- « BANKI NKURU Y'U RWANDA » yanditse mu ruhande rwo hejuru.</li> <li>- « IYI NOTI YEMEWE N'AMATEGEKO » yanditse mu ruhande rwo hasi hejuru y'amagambo « AMAFARANGA IBIHUMBI BIBIRI ».</li> <li>- « AMAFARANGA IBIHUMBI BIBIRI » yanditse mu ruhande rwo hef.</li> </ul> <p><b>b) Ibindi bimenyetso</b></p> <ul style="list-style-type: none"> <li>- Ibishushanyo bigaragara : Umunara muremure w'itumanaho hamwe na parabolike bigaragara mu misozi ;</li> <li>- Agaciro k'inoti mu mibare itambitse kari mu nguni yo hejuru iburyo no mu nguni yo hasi ibumoso ;</li> <li>- Itariki inoti yakoreweho mu ibara ry'ibihogo yanditse ku ruhande rwo hejuru munsi y'umukono w'Umuyobozi wa Banki Wungirije;</li> <li>- Nomero y'inoti mu ibara ry'umukara yanditse umumanuko mu ruhande rw'ibumoso n'umutambiko hasi</li> </ul>	<p><b>FE A T U R E S   O F   T H E   T W O T H O U S A N D   B A N K N O T E</b></p> <ul style="list-style-type: none"> <li>- Size : 142 x 72 mm</li> <li>- Watermark : The Coat of Arms of the Republic of Rwanda and a BNR logo below it</li> <li>- Prominent colour : Clear violet.</li> </ul> <p><b>1. The front side of the banknote</b></p> <p><b>a) the following words appear</b></p> <ul style="list-style-type: none"> <li>- « BANKI NKURU Y'U RWANDA » printed on the upper part of the banknote.</li> <li>- « IYI NOTI YEMEWE N'AMATEGEKO » printed on the lower part above the words « AMAFARANGA IBIHUMBI BIBIRI ».</li> <li>- « AMAFARANGA IBIHUMBI BIBIRI » printed on the lower part.</li> </ul> <p><b>b) Other features</b></p> <ul style="list-style-type: none"> <li>- Prominent features : A Communication mast in a hilly background ;</li> <li>- The numerical face value of the banknote appears horizontally on the lower left corner and on the upper right corner ;</li> <li>- The date on which the banknote was printed appears in a violet colour below the signature of the Vice-Governor of the National Bank ;</li> <li>- The serial number of the banknote appears in a black colour in a</li> </ul>	<p><b>D E S C R I P T I O N S   D U   B I L L E T   D E D E U X   M I L L E   F R A N C S R W A N D A I S</b></p> <ul style="list-style-type: none"> <li>- Dimension : 142 x 72 mm</li> <li>- Filigrane : Armoiries de la République du Rwanda avec un élément « électrotype » représentant les lettres « BNR » en dessous</li> <li>- Couleur dominante : Violet clair.</li> </ul> <p><b>1. Recto</b></p> <p><b>a) Mentions</b></p> <ul style="list-style-type: none"> <li>- « BANKI NKURU Y'U RWANDA » imprimée à la partie supérieure.</li> <li>- « IYI NOTI YEMEWE N'AMATEGEKO » imprimée à la partie inférieure juste au dessus des mots « AMAFARANGA IBIHUMBI BIBIRI ».</li> <li>- « AMAFARANGA IBIHUMBI BIBIRI » imprimée à la partie inférieure.</li> </ul> <p><b>b) Autres caractéristiques</b></p> <ul style="list-style-type: none"> <li>- Motif principal : Antenne de télécommunication et celle parabolique placées dans l'environnement des collines ;</li> <li>- Valeur faciale inscrite horizontalement dans le coin supérieur droit et dans le coin inférieur gauche ;</li> <li>- Date d'émission en couleur violette située dans la partie supérieure juste en dessous de la signature du Vice-Gouverneur ;</li> </ul>

mu ruhande rw'iburyo ;

- Umukono w'Umuyoboz wa Banki Wungirije n'uuw'Umuyoboz wa Banki iboneka hejuru munsi y'amagambo « BANKI NKURU Y'U RWANDA » ;

- Inyandiko ziboneka iburyo hasi zigakora umubare « 2000 » bitewe n'icyerekezo inoti iganishijwemo ;

- Umushumi ubengerana mu ruhande rw'ibumoso ugaragaramo umubare « 2000 », ikirangantego cya Repubulika y'u Rwanda n'inyuguti « BNR » ;

- Igishushanyo cya mpande esheshatu gikozwe n'urunyurane rw'inyuguti « BNR » kiri ku ruhande rw'ibumoso ;

- Uduce tw'indodo tutagaragara dukwiragiye kuri buri ruhande rw'intoni tubengerana ku rumuri « ultraviolet » ;

- Utunyuguti dutoya turebeshwa icyuma ntuburamashusho twanditse hejuru y'amagambo « AMAFARANGA IBIHUMBI BIBIRI » ;

- Itariki yakoreweho :  
31.10.2007.

## 2. Inyuma

### a) Amagambo

- « BANQUE NATIONALE DU RWANDA » na « NATIONAL BANK OF RWANDA » yanditse ku ruhande rwo hejuru.

- « CE BILET A COURS LEGAL » na « THIS NOTE IS LEGAL TENDER » yanditse hepho hejuru gato y'amagambo « DEUX MILLE-TWO THOUSAND FRANCS ».

- « DEUX MILLE-TWO THOUSAND FRANCS » yanditse ku ruhande rwo hepho.

### b) Ibindi bimenyetso

- Ibishushanyo bigararara : Intete z'ikawa itonoye ;

- Agaciro k'intoni mu mibare karatambitse mu nguni yo hasi i buryo ;

- Agashumi kabengerana gahinduranya amabara y'umutuku n'icyatsi kibisi kanditsemu umubare « 2000 » gasa n'akanyura mu noti

vertical and horizontal manner on both left and lower right part of the banknote ;

- Both signatures of the Vice-Governor and the Governor of the National Bank appear in a violet colour below the words « BANKI NKURU Y'U RWANDA » ;

- Looked at from a particular angle, a numerical figure of 2000 appears on the lower right corner ;

- A security stripe running from top to bottom of the left side of the banknote with a BNR logo and the Coat of Arms of the Republic of Rwanda imprinted in it ;

- A hexagonal graphic design in a violet ink in the left side made with latent image « BNR » ;

- Invisible fibres appears on the surface of the note under ultra violet light ;

- Microscopic letters appears above the words « AMAFARANGA IBIHUMBI BIBIRI » ;

- The date it was printed :  
31.10.2007.

## 2. The back page of the banknote

### a) The following wrds appear on the backside of the banknote

- «BANQUE NATIONALE DU RWANDA» and « NATIONAL BANK OF RWANDA » printed on the upper part of the banknote.

- « CE BILET A COURS LEGAL » and « THIS NOTE IS LEGAL TENDER » printed above the words « DEUX MILLE-TWO THOUSAND FRANCS ».

- « DEUX MILLE-TWO THOUSAND FRANCS » on the lower part of the banknote.

### b) Other features

- Prominent features : A pile of husked coffee beans ;

- The numerical face value of the banknote appears horizontally on the upper left corner and on the lower right corner ;

- Numéro du billet en impression noire verticale dans la partie gauche et horizontale dans le coin inférieur droit ;

- Signatures du Vice Gouverneur et du Gouverneur en impression noire placée à la partie supérieure juste en dessous des mots « BANKI NKURU Y'U RWANDA » ;

- Registre transparent composé par le chiffre 2000 dans le coin inférieur droit selon l'angle de vision ;

- Elément anticopie en bande épaisse de type « LEAD » traversant le billet à gauche sur lequel on voit les lettres « BNR » les armoires de la République Rwandaise et le nombre « 2000 » ;

- Dessin de forme hexagonale en image latente « BNR » se trouvant juste à l'extrémité gauche ;

- Fibres invisibles éparsillées sur toute la surface, fluorescentes sous la lumière ultraviolette ;

- Micro lettres juste au dessus des mots « AMAFARANGA IBIHUMBI BIBIRI » ;

- Date d'émission :  
31.10.2007.

## 2. Verso

### a) Mentions

- « BANQUE NATIONALE DU RWANDA » et « NATIONAL BANK OF RWANDA » imprimée à la partie supérieure.

- « CE BILET A COURS LEGAL » et « THIS NOTE IS LEGAL TENDER » imprimée à la partie inférieure juste au dessus des mots « DEUX MILLE-TWO THOUSAND FRANCS ».

- « DEUX MILLE-TWO THOUSAND FRANCS » imprimée à la partie inférieure.

### b) Autres caractéristiques

- Motif principal : Un tas de grains de café parché ;

- Valeur facile en chiffres en position horizontale dans le coin supérieur gauche et dans le coin inférieur droit ;

- Un fil de sécurité fenêtré avec

<p>iruhande rw'ibumoso y'intete z'ikawa ;</p> <ul style="list-style-type: none"> <li>- Inyuguti ntoya urebesha icyuma ntuburashusho zanditse hejuru y'amagambo « DEUX MILLE-TWO THOUSAND FRANCS » ;</li> <li>- Inyandiko ziboneka ibamoso hasi zigakora umubare « 2000 » bitewz n'icyerekezo inoti iganishijwemo.</li> <li>- Uduce tw'indodo zibengerana dukuwiragiye kuri buri ruhande rw'inoti tugarara ku rumuri « ultraviolet ».</li> </ul> <p>Kigali, kuwa 31/12/2007</p> <p>Perezida wa Repubulika  <b>KAGAME Paul</b>  (sé)</p> <p>Minisitiri w'Intebi  <b>MAKUZA Bernard</b>  (sé)</p> <p>Minisitiri w'Imari n'Igenamigambi  <b>MUSONI James</b>  (sé)</p> <p><b>Bibonywe kandi bishyizweho  Ikirango cya Repubulika:</b></p> <p>Minisitiri w'Ubutabera/Intumwa Nkuru ya Leta  <b>KARUGARAMA Tharcisse</b>  (sé)</p>	<ul style="list-style-type: none"> <li>- A transparent security stripe in varying brown and green colours imprinted in it 2000 numerals appears on the left part near the husked coffee beans ;</li> <li>- Microscopic letters appear above the words « DEUX MILLE-TWO THOUSAND » ;</li> <li>- On the lower left corner of the note, there appears a numeral figure of 2000 depending on a particular angle you hold the note ;</li> <li>- Invisible fibres appear on the surface of the note under ultra violet light.</li> </ul> <p>Kigali, on 31/12/2007</p> <p>The President of the Republic  <b>KAGAME Paul</b>  (sé)</p> <p>The Prime Minister  <b>MAKUZA Bernard</b>  (sé)</p> <p>The Minister of Finances and Economic Planning  <b>MUSONI James</b>  (sé)</p> <p><b>Seen and sealed with the Seal of the Republic:</b></p> <p>The Minister of Justice/Attorney General  <b>KARUGARAMA Tharcisse</b>  (sé)</p>	<p>couleur changeant du rouge au vert dans sa partie visible avec microtexte « 2000 » tout le long du fil situé à gauche d'un tas de grains de café ;</p> <ul style="list-style-type: none"> <li>- Micro lettres dans la partie inférieure juste au dessus des mots « DEUX MILLE-TWO THOUSAND FRANCS » ;</li> <li>- Registre transparent composé par le chiffre 2000 dans le coin inférieur gauche selon l'angle de vision ;</li> <li>- Fibres invisibles éparses sur toute la surface, fluorescentes sous la lumière ultraviolette.</li> </ul> <p>Kigali, le 31/12/2007</p> <p>Le Président de la République  <b>KAGAME Paul</b>  (sé)</p> <p>Le Premier Ministre  <b>MAKUZA Bernard</b>  (sé)</p> <p>Le Ministre des Finances et de la Planification Economique  <b>MUSONI James</b>  (sé)</p> <p><b>Vu et scellé du Sceau de la République:</b></p> <p>Le Ministre de la Justice/Garde des Sceaux  <b>KARUGARAMA Tharcisse</b>  (sé)</p>
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**<< PLANET SARL >>**

### **STATUTS**

1. Mr. VANDENKERCHOVE Didier Stephane BP 2421 Kigali, Homme d'affaires de nationalité Belge porteur du passeport EB n°664571/321 délivré par l'Ambassade de Belgique à Kampala, résident à Kigali.
2. Mr NSANGA REMY Jean BP. 2421 Kigali, Homme d'affaires de nationalité Rwandaise porteur de la carte d'identité n°45708 délivrée à Kigali, district de Kacyiru, résident à Kigali

Il a été convenu ce qui suit:

### **TITRE I : DENOMINATION - SIEGE - OBJET - DUREE**

## **Article premier :**

Il est constitué une Société à responsabilité limitée, régie par les lois en vigueur au Rwanda et par les présents Statuts, dénommée : PLANET- RWANDA en abrégé << PLANET S.A.R.L. >>

## **Article 2 :**

Le siège social est établi à Kigali, B.P. 2421 Kigali Rwanda. Il peut être transféré, sur décision unanime de l'Assemblée Générale en tout autre endroit de la République Rwandaise. De même la Société pourra établir des Succursales, Agences ou Bureaux tant au Rwanda qu'à l'étranger.

## **Article 3 :**

La société a pour objet la projection des films, l'achat et la vente des films, la location des films vidéo, de publicité, l'exploitation des jeux vidéo etc.... Elle pourra aussi exploiter des activités connexes à son objet social ou susceptible de favoriser sa réalisation.

## **Article 4 :**

La société pourra, moyennant l'adhésion unanime des Associes, se transformer en une autre forme de société, sans que cette transformation donne naissance à une personne morale nouvelle.

## **Article 5 :**

La société est constituée pour une durée indéterminée à dater du jour de son immatriculation au registre de commerce. Elle pourra être dissoute à tout moment par décision de l'Assemblée Générale statuant selon les modes prévus pour les modifications aux Statuts.

## **TITRE II : CAPITAL SOCIAL - PARTS SOCIALES**

### **Article 6:**

Le capital social est fixe à la somme de trois millions de francs Rwandais (3.000.000 FRW) représenté par 3000 parts de 1000 FRW chacune. Les parts sont entièrement souscrites et libérées de la façon suivante:

- |                                      |                                 |
|--------------------------------------|---------------------------------|
| 1. Mr VANDENKERCHOVE Didier Stephane | 2100 parts, soit 2.100.000. FRW |
| 2. Mr NSANGA REMY Jean               | 900 parts, soit 900.000 FRW     |

Les frais de constitution sont arrêtés à la somme de 200.000.FRW

## **Article 7 :**

Toute part sociale confère un droit égal à son détenteur. Tout détenteur de parts sociales n'est et ne peut être tenu qu'à concurrence de son apport, sans pouvoir être tenu au-delà de son apport pour quelque cause que ce soit.

## **Article 8 :**

Le capital peut être augmenté ou réduit sur décision des associes délibérant dans les conditions requises pour les modifications aux Statuts.

Lors d'une augmentation de capital, l'Assemblée fixe le taux et les conditions d'émission des parts nouvelles.

Aucune part ne peut être émise en dessous du pair. Les Associes ont un droit de préférence pour la souscription des parts nouvelles. Ce droit s'exerce proportionnellement au nombre de Parts possédées par chaque associe ; il n'est pas accessible.

Le non-usage total ou partiel, par un ou plusieurs associes, de leur droit de préférence, accroît proportionnellement la part des autres.

Les parts qui n'ont pas été absorbées par l'exercice du droit de préférence peuvent être souscrites par des tiers agréés par les associes.

Aucune part ne peut être acquise en dessous de sa valeur.

## **Article 9 :**

Chaque part sociale confère un droit égal dans la répartition des bénéfices et des produits de la liquidation. Les parts sociales sont individuelles et la Société ne reconnaît qu'un propriétaire par part, au cas où une part tomberait en indivision.

En cas d'usufruit, les parts sont inscrites au nom de l'usurfruitier pour l'usufruit et non pour la propriété, l'usufruitier représentera le nu-propriétaire à défaut d'accord entre eux pour se faire représenter par une seule et même personne.

## **Article 10 :**

Les héritiers, créanciers ou ayant droit des parts sociales ne peuvent, sous quelques causes que ce soit faire apposition de scelles sur les biens et valeurs de la Société, en requérir l'inventaire, en demander le partage ou la licitation, ni s'immiscer dans son administration. Ils doivent, pour l'exercice de leurs droits, se rapporter aux bilans sociaux.

Un propriétaire de parts sociales ne peut les donner en gage qu'avec l'accord de ses coassociés et même en ce cas, il continue seul à exercer le droit de vote afférent aux parts.

## **Article 11 :**

Les cessions ou transmissions des parts sociales sont subordonnées à l'agrément des associés suivant la procédure prévue par les textes réglementaires complétant la législation relative aux sociétés commerciales.

De plus les associés s'interdisent de céder leurs parts sociales pendant une période (4) années à partir de la signature des présents statuts.

En cas de cession de tout ou partie de leurs parts sociales à quelque moment qu'elle intervienne, les associés se réservent les uns aux autres, un droit de préemption.

En cas d'exercice, par l'un des associés, de son droit de préemption, le prix de la part sera fixe en tenant compte de la valeur intrinsèque du patrimoine de l'entreprise, sans néanmoins soient pris en considération les éléments occultes tels l'utilisation de la dénomination ou droit à la clientèle.

L'associé qui désire user de son droit de préemption doit notifier au plus tard le jour de l'Assemblée Générale convoquée par la gérance.

En cas de concours entre associés ayant fait valoir leur droit de préemption, elle se fera proportionnellement aux parts possédées par eux.

Toute cession de parts sociales entraîner ipso facto l'obligation pour le cessionnaire de Reprendre, à due proportion. Les montants en principal et intérêt, dont le cédant serait figurant en Compte courant de l'associé, dans les écritures de la Société.

## **Article 12 :**

Les parts sociales sont nominatives, elles ne pourront être représentées par des titres négociables, le titre de chaque associé résultera du présent acte ou de ceux qui le modifieront ultérieurement ainsi que des cessions régulièrement consenties.

Les parts sociales qui par mesure d'ordre intérieur, peuvent être titrées numérotées seront inscrites sur le registre des associés qui sera tenu au siège social et qui contiendra :

1. La désignation précise de chaque associé
2. Le nombre de parts de chaque associé
3. Les versements effectués par chaque associé et leur date
4. Les cessions des parts, signées et datées par les parties ou le gérant
5. Les transmissions à cause de mort et les attributions par suit de partage, singées et datées par un gérant et par les bénéficiaires, ou par le gérant seulement.

## **Article 13 :**

Les cessions des parts sociales entre vifs et leur transmission pour cause de mort, sont l'objet d'aucune restriction si elles ont lieu au profit d'un associé. Dans tous les autres cas, elles sont soumises à l'agrément du cessionnaire, de l'héritier ou légataire dans les formes déterminées par la loi.

Toutefois, ces formalités ne doivent pas être observées si tous les associés donnent leur accord écrit à la cession.

## **TITRE III : GERANCE - SURVEILLANCE**

### **Article 14 :**

La société est dirigée par un mandataire associe ou non, appele Administrateur Gérant ; il est nomme par l'Assemblee Générale pour un mandat de trois ans.

### **Article 15 :**

L'Administrateur Gérant est investi des pouvoirs les plus étendus pour faire adjoindre tous actes d'administration ou de disposition qui intéressent la Société. Il a dans sa compétence, tous les actes de gestion qui ne sont pas réserves par la loi ou par les Statuts à l'Assemblée Générale. Il a notamment le pouvoir de décider de toutes les activités de gestion des opérations qui rentrent dans l'objet social.

### **Article 16 :**

L'Administrateur Gérant a qualité de représenter la Société à l'egard des tiers et en justice, soit en demandant qu'en défendant, et a le pouvoir de donner procuration a cet effet.

### **Article 17 :**

L'Administrateur Gérant ne contracte aucune obligation personnelle relative aux engagements de la Société. Il est responsable même civilement conformément au droit commun, de l'exécution de son mandat et des fautes commises dans sa gestion.

### **Article 18 :**

L'Administrateur Gérant aura totalement droit a une rémunération, indépendamment des frais de représentation, de voyage et d'autres strictement nécessaires au bon accomplissement de ses fonctions et fixes par l'Assemblée Générale qui peut la rendre a son gré fixe ou variable ; la rémunération sera prélevée sur les frais généraux.

### **Article 19 :**

La surveillance de la Société est exercée par chacun des associes, qui aura tous les pouvoirs d'investigation et de contrôle des opérations et pourra prendre connaissance, mais sans déplacement des livres, de la correspondance et toutes les écritures de la Société.

Si par suite, le nombre des associes devient supérieur a dix, la surveillance de la société devra être confiée a un Commissaire aux comptes nomme par l'Assemblée Générale, laquelle fixera la durée de son mandat et le montant de sa rémunération.

## **TITRE IV: ASSEMBLES GENERALE**

### **Article 20 :**

L'Assemblée Générale, régulièrement constituée représente l'universalité des associes.

Elle a les pouvoirs les plus étendus pour décider, accomplir, autoriser ou ratifier les actes qui intéressent la Société.

Les décisions prises par l'Assemblée Générale sont obligatoires, pour tous les associes, même absents ou dissidents.

### **Article 21 :**

Les Assemblées Générales se tiennent a Kigali, au siège social ou a tout endroit indiqué dans la convocation. La gérance doit obligatoirement convoquer une Assemblée Générale ordinaire en juin et en décembre de chaque année, et en temps utile pour qu'elle puisse se réunir dans les trois mois qui suivent la clôture de l'exercice social. Les Assemblées Extraordinaires peuvent être convoquées par la gérance chaque fois que l'intérêt de la société l'exige, ou a la demande des associes. Si la gérance ne donne pas suite a cette demande dans les trente jours, les requérants pourront eux-mêmes convoquer l'Assemblée Générale après l'expiration du délai réservé a la gérance pour sa convocation.

### **Article 22 :**

Les convocations contiennent l'ordre du jour et sont faites par lettre recommandée adressée individuellement aux

associes, au moins vingt jours avant l'Assemblée Générale.

Les convocations de l'Assemblée Générale ordinaire mentionnent, obligatoirement les objectifs à l'ordre du jour, la discussion du rapport de la gérance, la discussion et l'adoption, du bilan et du compte de pertes et profits et la décharge de la gérance.

Le bilan, le compte de pertes et profits ainsi que les rapports de la gérance sont annexes aux convocations pour l'Assemblée Générale Ordinaire.

#### **Article 23 :**

L'Assemblée Générale élit en son sein un Président et un Secrétaire de séance. Le Président de séance dirige les débats, sa voix est prépondérante pour départager les associes en cas d'égalité

Les procès-verbaux de la séance sont signés par le Président et le Secrétaire de séance ; leur expédition est assurée à la diligence de la gérance de la Société.

#### **Article 24 :**

L'Assemblée Générale de mars de chaque année entend le rapport de la gérance et elle délibère en statuant sur le bilan et le compte de pertes et profits ; elle procède ensuite à l'affectation des bénéfices. Elle se prononce enfin par vote spécial sur la décharge du gérant.

#### **Article 25 :**

Les décisions de l'Assemblée Générale sont prises à la majorité des voix, chaque part donne droit à une voie. Dans le cas contraire, pour délibérer valablement, les associes présents ou représentés doivent posséder la moitié au moins du capital social. Si cette condition n'est pas remplie, une nouvelle Assemblée est convoquée dans le délai de huit jours au moins et cette Assemblée délibère valablement quelle que soit la portion du capital représentés. Les décisions sont prises dans l'un comme dans l'autre cas à la majorité des voix qui participent au vote.

Toute décision régulièrement prise par l'Assemblée Générale s'impose tant aux associes qu'à la gérance, et ne peut donc être contestée par un associe éventuellement absent lors de la session de l'Assemblée Générale.

Toutefois, tout associe a le droit de faire adjoindre au procès-verbal de l'Assemblée Générale des précisions sur sa position concernant les points figurant à l'ordre du jour, et ce dans un délai maximum de sept jours ouvrables.

### **TITRE V : INVENTAIRE - BILAN - REPARTITION DES BÉNÉFICES - RESERVES**

#### **Article 26 :**

L'exercice social commence le premier Janvier et se termine le trente et un décembre de la même année. Toutefois le premier exercice commence le jour de l'immatriculation de la Société au registre de commerce pour se terminer le 31 décembre suivant.

#### **Article 27 :**

Chaque année, la gérance doit dresser un inventaire contenant l'indication des valeurs mobilières et immobilières, ainsi que toutes les créances et dettes de la Société avec une annexe contenant en résumé ses engagements, notamment les cautionnements et autres garanties, ainsi que les dettes et créances de chaque associe ou gérant à l'égard de la Société.

#### **Article 28 :**

La gérance fait chaque année un rapport sur l'accomplissement de son mandat et sur les opérations de la Société réalisées au cours de l'exercice social.

Ce rapport commente le bilan et le compte des pertes et profits et fait des propositions sur l'affectation des bénéfices éventuels.

#### **Article 29 :**

L'excédent favorable du bilan, déduction faite des charges, frais généraux et amortissements nécessaires, constitue le bénéfice de la Société.

Il sera reparti entre les associes en proportion des parts qu'ils possèdent, chaque part donnant un droit égal.

L'Assemblée Générale sur proposition de la gérance, peut décider que tout ou partie du solde bénéficiaire sera affecté, soit à des amortissements extraordinaires, soit à la formation ou à l'alimentation de fonds spéciaux de réserve ou de provision.

## **TITRE VI : DISSOLUTION - LIQUIDATION**

### **Article 30 :**

La Société pourra être dissoute à tout moment par décision de l'Assemblée Générale prise dans les conditions prévues pour les modifications aux Statuts.

### **Article 31 :**

En cas de dissolution de la société, l'Assemblée Générale a les droits les plus étendus pour désigner un ou plusieurs liquidateurs. Elle fixe ainsi les pouvoirs et émoluments des liquidateurs de même que les modes de liquidation. Les frais de liquidation sont à la charge de la Société. Le produit de la liquidation sera distribué entre les associes au prorata de leur parts.

## **TITRE VII : DISPOSITIONS FINALES**

### **Article 32 :**

Tout associe résidant en dehors de la République Rwandaise sera censé, à défaut d'avoir communiqué son adresse exacte à la gérance, élire domicile au siège de la société ou toutes notifications et assignations lui seront valablement faites.

Les Gérants qui résideraient hors de la République Rwandaise seront censés, pendant toute la durée de leur fonctions, élire domicile au siège de la société ou toutes assignations ou notifications peuvent être données relativement aux affaires de la société et à la responsabilité de leur gestion et de leur contrôle

### **Article 33 :**

Pour les points non expressément régis par les présents Statuts, les associes déclarent se référer aux dispositions de la loi no 06/1988 portant organisation des sociétés commerciales.

Les dispositions de cette loi auxquelles il ne serait pas licitement dérogé par les présents statuts y sont réputées inscrites, et les clauses contraires aux dispositions impératives de la même loi sont censées non écrites.

### **Article 34 :**

Toutes contestations qui pourraient surgir entre les associes pendant toute la durée de vie de la Société ou lors de sa liquidation seront tranchées par les tribunaux de la ville de Kigali.

Kigali, le 16 avril 2002

### **Les Associes**

1) Mr VANDENKERCHOVE Didier Stephane  
(sé)

2. Mr. NSANGA REMY Jean  
(sé)

## **ACTE NOTARIE NUMERO VINGT DEUX MILLE CINQ CENT CINQUANTE QUATRE VOLUME CDXLVI**

L'an deux mille deux, le seizième jour du mois d'avril, Nous, NDIBWAMI Alain Notaire Officiel de l'Etat Rwandais, étant et résidant à Kigali, certifions que l'acte dont les causes sont reproduites ci avant, Nous a été présente par :

1) Mr. VANDENKERCHOVE Didier Stephane, résidant à Kigali

2) Mr NSANGA REMY Jean, résidant a Kigali

En présence de NSENGIMANA Amiel et de Me MASUMBUKO NDE Emile, témoins instrumentaires à ce requis et réunissant les conditions exigées par la loi.

Lecture du contenu de l'acte ayant été faite aux comparants et aux témoins, les comparants ont déclaré devant Nous et en présence desdits témoins que l'acte tel qu'il est rédigé renferme bien l'expression de leur volonté.

En foi de quoi, le présent acte a été signé par les comparants, les témoins et Nous, Notaire et revêtu du sceau de l'Office Notarial de Kigali.

**LES COMPARANTS**

1. Mr. VANDENKERCHOVE Didier Stéphane  
(sé)

2.Mr NSANGA REMY Jean  
(sé)

NSENGIMANA Amiel  
Emile

(sé)

**LES TEMOINS**

MASUMBUKO NDE  
(s é)

**NOTAIRE**  
NDIBWAMI Alain  
(sé)

**DROITS PERCUS**

**Frais d'acte** : Mille huit cents francs rwandais.

Enregistré par Nous, NDIBWAMI Alain, Notaire Officiel de l'Etat Rwandais étant et résidant à Kigali. Sous le numéro 22.554 Volume CDXLVI dont le tout mille huit cent francs rwandais (1800 Frws) perçus suivant quittance n° 423.3891D du 16 Avril deux mille et deux, délivrée par le Comptable Public de Kigali.

**Frais d'expédition** : POUR EXPEDITION AUTHENTIQUE DONT COUT SIX MILLE TROIS CENTS FRANCS RWANDAIS, PERCUS POUR UNE EXPEDITION AUTHENTIQUE SUR LA MEME QUITTANCE.

KIGALI, le 16 avril 2001.

**LE NOTAIRE**  
NDIBWAMI Alain  
(sé)

**AS n° 3467**

Reçu en dépôt au Greffe du Tribunal de Première Instance de Kigali, le 27/06/2002 et inscrit au Registre ad hoc des actes de sociétés sous le n° 3467.

**Droit perçu :**

- 5.000 Frw dépôt des statuts
- 36.000 Frw D.P. de 1,20% du capital suivant quittance n° 425598/D du 19/04/2002.
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Le Greffier Comptable près le Tribunal  
de Première Instance de Kigali  
**UWIMANA Odette**  
(sé)

**PROCES VERBAL DE L'ASSEMBLEE GENERALE EXTRAORDINAIRE TENUE AU SIEGE DE LA SOCIETE**

**PLANET SARL LE 22/04/02**

Conformément aux statuts de la société PLANET Sarl, les associes ont tenu au siège de la société en date du 22/04/02, l'Assemblée Générale Extraordinaire.

Les travaux ont commencé à 10 heures du matin. .

Etaient présents :

Monsieur VANDENKERCHOVE Didier Stéphane propriétaire de 2100 parts sociales.  
Monsieur NSANGA Remy Jean propriétaire de 900 parts sociales.

Tous les associés étant présents, les participants ont constaté qu'ils peuvent siéger et délibérer valablement sur l'unique point à l'ordre du jour à savoir :

Nomination d'un Administrateur Gérant

Après l'approbation de l'ordre du Jour et délibération, l'Assemblée Générale Extraordinaire a adopté à l'unanimité la résolution suivante :

**Résolution unique :**

Ayant constaté que lors de la constitution de la société, les associés n'ont pas désigné la personne qui assurera pour la première fois, le premier mandat de l'Administratif, Monsieur NSANGA Remy Jean est nommé Administrateur Gérant pour le premier mandat de trois ans.

N'ayant pas un autre point à l'ordre du jour, l'Assemblée Générale Extraordinaire a clôturé sa réunion à 10h30.

Fait à Kigali, le 22/04/02

**LES ASSOCIES**

Monsieur NSANGA Remy Jean  
Stéphane  
(sé)

Monsieur VANDENKERCHOVE Didier  
(sé)

**ACTE NOTARIE NUMERO VINGT DEUX MILLE SIX CENT TREIZE.  
VOLUME CDXLVII**

L'an deux mille deux, le trentième jour du mois d'avril, Nous, NDIBWAMI Alain, Notaire Officiel de l'Etat Rwandais, étant et résidant à Kigali, certifions que l'acte dont les causes sont reproduites ci avant, Nous a été présente par :

- 1) Mr. VANDENKERCHOVE Didier Stephane, résidant à Kigali
- 2) Mr. NSANGA REMY Jean, résidant à Kigali

En présence de Mr NSENGIMANA Amiel et de Me MASUMBUKO NDE Emile, témoins instrumentaires à ce requis et réunissant les conditions exigées par la loi.

Lecture du contenu de l'acte ayant été faite aux comparants et aux témoins, les comparants ont déclaré devant Nous et en présence desdits témoins que l'acte tel qu'il est rédigé renferme bien l'expression de leur volonté.

En foi de quoi, le présent acte a été signé par les comparants, les témoins et Nous, Notaire et revêtu du sceau de l'Office Notarial de Kigali.

**LES COMPARANTS**

1. Mr VANDENKERCHOVE Didier Stephane  
REMY Jean

(sé)  
(sé)

2.Mr NSANGA

NSENGIMANA Amiel  
NDE Emile  
(sé)  
(sé)

MASUMBUKO

**DROITS PERCUS**

**Frais d'acte :** Mille huit cents francs rwandais.

Enregistre par Nous, NDIBWAMI Alain, Notaire Officiel de l'Etat Rwandais étant et résidant à Kigali.  
Sous le numéro 22.613 Volume CDXLVII dont le coût mille cent francs rwandais (1800 Frws) perçus suivant  
quittance n° 429153/D du 29 Avril deux mille deux, délivrée par le Comptable Public de Kigali .

**LE NOTAIRE**  
NDIBWAMI Alain  
(sé)

**Frais d'exécution :** POUR EXPEDITION AUTHENTIQUE DONT COUT MILLE QUATRE CENTS FRANCS RWANDAIS, PERCU POUR UNE EXPEDITION AUTHENTIQUE SUR LA MEME QUITTANCE  
KIGALI, le 30 Avril 2002.

**LE NOTAIRE**  
NDIBWAMI Alain  
(sé)

**AS n° 3468**

Reçu en dépôt au Greffe du Tribunal de Première Instance de Kigali, le 27/06/2002 et inscrit au Registre ad hoc des actes de sociétés sous le n° 3468.

**Droit perçu :**

- 5.000 Frw dépôt d du PV de l'AGE du 22/04/2002 de la société PLANET SARL.  
Le Greffier Comptable près le Tribunal  
de Première Instance de Kigali  
**UWIMANA Odette**  
(sé)

**PROCES VERBAL DE L'ASSEMBLEE GENERALE EXTRAORDINAIRE TENUE  
AU SIEGE DE LA SOCIETE**

**PLANET SARL LE 10 JUIN 2002**

Conformément aux statuts de la société PLANET Sarl, les associés ont tenu au siège de la société en date du 10 juin, l'Assemblée Générale Extraordinaire.

Les travaux ont commencé à 10 heures du matin.

Etaient présents :

Monsieur VANDENKERCHOVE Didier Stephane propriétaire de 2100 parts sociales.  
Monsieur NSANGA Remy Jean propriétaire de 900 parts sociales.

Tous les associés étant présents, les participants ont constaté qu'ils peuvent siéger et délibérer valablement sur l'unique point à l'ordre du jour à savoir :

L'extension d'activités.

Après l'approbation de l'ordre du Jour et délibération, l'Assemblée Générale extraordinaire a adopté à l'unanimité la résolution suivante :

Les activités de PLANET Sarl seront étendues à : l'exploitation d'un restaurant, d'une boite de nuit, d'un cinéma et de tout ce qui touche de près et de loin ces professions.

L'Assemblée Générale Extraordinaire a aussi noté que le nom de Monsieur Didier VANDENKERCKHOVE a été mal écrit dans les statuts deux fois : page 1 où il manque un K après le C ; page 2 où un R a été écrit à la place du N ainsi qu'il manque également le K après le C.

L'ordre du jour étant épuisé, la réunion a clos ses travaux à 11heures

Fait à Kigali, le 10 juin 2002

#### **LES ASSOCIES**

Monsieur NSANGA Remy Jean  
(sé)

Monsieur VANDENKERCHOVE Didier Stephane  
(sé)

#### **ACTE NOTARIE NUMERO VINGT DEUX MILLE SIX CENT QUATRE VINGT TROIS, VOLUME CDL II**

L'an deux mille deux, le dix huitième jour du mois de juin, Nous, NDIBWAMI Alain, Notaire Officiel de l'Etat Rwandais, étant et résidant à Kigali , certifions que l'acte dont les clauses sont reproduites ci avant, Nous a été présenté par :

1. NSANGA Remy, Jean, résidant à Kigali
2. VANDENKERCKHOVE Didier, Stephane, résidant à Kigali

En présence de KAYIBANDA Faustin et de RUZIBIZA Eugène, témoins instrumentaires à ce requis et réunissant les conditions exigées par la loi.

Lecture du contenu de l'acte ayant été faite aux comparants et aux témoins, les comparants ont déclare devant Nous et en présence desdits témoins que l'acte tel qu'il est rédigé renferme bien l'expression de leur volonté.

En foi de quoi, le présent acte a été signé par les comparants, les témoins et Nous, Notaire et revêtu de sceau de l'Office Notarial de Kigali.

#### **LES COMPARANTS**

1. NSANGA Remy, Jean  
Stephane  
(sé)

2. VANDENKERCKHOVE Didier,  
(sé)

1. KAYIBANDA Faustin  
Eugène  
(sé)

2. RUZIBIZA

#### **LES TEMOINS**

#### **LE NOTAIRE**

NDIBWAMI Alain  
(sé)

**DROITS PERCUS :**

**Frais d'acte** : deux mille cinq cents francs rwandais, enregistré pas Nous NDIBWAMI Alain, Notaire Officiel de l'Etat Rwandais étant et résidant à Kigali, sous le numéro 22883, volume CDL II dont le coût deux mille cinq cents francs rwandais perçus suivant quittance n° 446599 /D du 14 juin deux mille deux, délivrée par le Comptable Public de Kigali.

**LE NOTAIRE**  
NDIBWAMI Alain  
(sé)

**FRAIS D'EXPEDITION** : POUR EXPEDITION AUTHENTIQUE DONT COUT MILLE SIX CENTS FRANCS RWANDAIS, PERCUS POUR UNE EXPEDITION AUTHENTIQUE SUR LA MEME QUITTANCE.

**LE NOTAIRE**  
NDIBWAMI Alain  
(sé)

**AS n° 3569**

Reçu en dépôt au Greffe du Tribunal de Première Instance de Kigali, le 05/07/2002 et inscrit au Registre ad hoc des actes de sociétés sous le n° 3569.

**Droit perçu :**

- 5.000 Frw dépôt du PV de l'AGE du 10/06/2002 payés suivant quittance n° 453044/D du 08/07/2002

Le Greffier-Comptable près le Tribunal  
de Première Instance de Kigali  
**UWIMANA Odette**  
(sé)

**THE REPUBLIC OF RWANDA**

**THE COMPANIES LAW No. 6/1988 OF 12<sup>th</sup> FEBRUARY 1988**

**COMPANY LIMITED BY SHARES**

**AMENDED MEMORANDUM AND ARTICLES OF ASSOCIATION**

**OF**

**TOURISM PROMOTION SERVICES (RWANDA) LIMITED**

Amended 10<sup>th</sup> January 2008

**THE REPUBLIC OF RWANDA**

**THE COMPANIES LAW NO 6/1988 OF 12<sup>TH</sup> FEBRUARY 1988**

**COMPANY LIMITED BY SHARES**

**MEMORANDUM AND ARTICLES OF ASSOCIATION**

**OF**

**TOURISM PROMOTION SERVICES (RWANDA) LIMITED**

**The Undersigned:**

1. Aga Khan Fund for Economic Development SA a company organized and existing under the laws of the Swiss Confederation and hereinafter referred to as 'AKFED';
2. Tourism Promotion Services Eastern Africa Limited a company organized and existing under the laws of the Republic of Kenya and hereinafter referred to as 'TPSEA';
3. The Deutsche Investitions Und Entwicklungsgesellschaft MBH, a limited liability company organized and existing under the laws of the Federal Republic of Germany and hereinafter referred to as 'DEG';
4. The International Finance Corporation, an international organization established by Articles of Agreement among its member countries including the Republic of Rwanda and hereinafter referred to as 'IFC'.

Do hereby agree as follows:-

In these Memorandum and Articles unless the context otherwise requires:

"Act" means the Companies Law (No. 6/1988 OF 12<sup>TH</sup> FEBRUARY 1988) or any statutory re-enactment or modification thereof for the time being in force, and reference to any section or provision of the Act shall include reference to any statutory re-enactment or modification of such section or provision for the time being in force;

"Affiliate" means, with respect to any Person, any Person directly or indirectly controlling, controlled by or under common control with, that Person;

"Articles" means these Articles of Association;

"Applicable Law" means all applicable statutes, laws, ordinances, rules and regulations, including but

not limited to, any license, permit or other governmental Authorization, in each case as in effect from time to time;

"Authority" means any national, supranational, regional or local government or governmental, administrative, fiscal, judicial, or government-owned body, department, commission, authority, tribunal, agency or entity, or central bank (or any Person, whether or not government owned and howsoever constituted or called, that exercises the functions of a central bank);

"Authorizations" means any consent, registration, filing, agreement, notarization, certificate, license, approval, permit, authority or exemption from, by or with any Authority, whether given by express action or deemed given by failure to act within any specified time period and all corporate, creditors' and shareholders' approvals or consents;

"Board" means the Board of Directors of the Company or the Directors present at a duly convened meeting of Directors at which quorum has been attained;

"Chairman" means the Chairman of the Company;

"the Company" means "**TOURISM PROMOTION SERVICES (RWANDA) LIMITED**";

"Company Offering" means a public offering and sale of shares or Share Equivalents for the Company's account or any offering of shares or Share Equivalents, public or private, for the account of other security holders, including, but not limited to, an offering of shares or Share Equivalents sponsored, placed or facilitated by the Company on behalf of such other security holders;

"DEG" Deutsche Investitions Und Entwicklungsgesellschaft MBH, a limited liability company organized and existing under the laws of the Federal Republic of Germany;

"DEG Shares" means the shares subscribed by DEG.

"Directors" means the Directors for the time being of the Company;

"Distribution" means (i) the transfer of cash or other property without consideration, whether by way of dividend or otherwise, or (ii) the purchase or redemption of shares or Share Equivalents of the Company for cash or property;

"Financial Year" means the accounting year of the Company commencing each year on January 1 and ending on the following December 31, or such other period of at least 52 weeks as the Company's Board from time to time designates as the Company's accounting year;

"IFC" means International Finance Corporation an international organization established by Articles of Agreement among its member countries including the Republic of Rwanda;

"IFC Shares" means the shares subscribed by IFC.

"Lien" means any mortgage, pledge, charge, assignment, hypothecation, security interest, title retention, preferential right, trust arrangement, right of set-off, counterclaim or banker's lien, privilege or priority of any kind having the effect of security, any designation of loss payees or beneficiaries or any similar arrangement under or with respect to any insurance policy or any preference of one creditor over another arising by operation of law;

"Liquidation Event" means any liquidation, winding up or bankruptcy, reorganization or other analogous insolvency proceeding of the Company whether voluntary or involuntary;

"Member" or "Shareholder" means a registered shareholder in the Company;

"Memorandum" means the Memorandum of Association of the Company;

"Month"	means Calendar Month;
"Objects"	means the objects of the Company;
"Observer"	means a Person appointed by IFC or DEG pursuant to a written agreement executed with all the Members.
"Offer Securities"	means all or any portion of the ordinary shares issued or issuable to IFC or DEG, as the case may be, from time to time (including but not limited to, any such ordinary shares issuable upon conversion or exercise of Share Equivalents) and proposed by IFC or DEG, respectively, to be included in a Company Offering;
"Office"	means the Registered Office of the Company;
"Person"	means any natural person, corporation, company, partnership, firm, voluntary association, joint venture, trust, unincorporated organization, Authority or any other entity whether acting in an individual, fiduciary or other capacity;
"Promoters"	means specific persons or entities deemed or acting as such under local law;
"Register"	means a book that will be kept by the Company in which the names and addresses, and the occupations, if any, of the members, a share capital, a statement of shares held by each member distinguishing each share by its number, and of the amount or agreed to be considered as paid on the shares of each member are entered;
"Related Party"	means any Person that:
(i)	is an Affiliate of another specified Person;
(ii)	serves as a director, officer, partner, executor, or trustee of such specified Person;
(iii)	in which such specified Person holds a material interest; or
(iv)	that holds a material interest in such specified Person. With respect to an individual, "Related Party" shall include any individual who is member of such individual's family, and any Person who is a Related Party of that family member. For the purpose of this definition, "material interest" shall mean a direct or indirect ownership of voting shares representing at least five per cent (5%) of the outstanding voting power or equity of a Person;
"Seal"	means the Common Seal of the Company;
"Share Equivalents"	means preferred shares, bonds, loans, warrants, options or other similar instruments or securities which are convertible into or exercisable or exchangeable for, or which carry a right to subscribe for or purchase, shares of the Company convertible into or exercisable or exchangeable for ordinary shares;
"Share Warrant"	means a warrant providing that the bearer is entitled to a certain amount of fully paid shares. Delivery of the warrant operates as a transfer of the shares.
"Shareholder"	means a registered shareholder of the Company;
"Sponsors"	means Aga Khan Fund for Economic Development S.A and Tourism Promotion Services Eastern Africa Limited;
"STPS"	means Serena Tourism Promotion Services S.A., a corporation organized under the laws of Switzerland;
"TPSEA"	means TPS Eastern Africa Limited;
"Trade Sale"	means (i) any amalgamation, merger, consolidation, reconstitution, restructuring or similar transaction that results in a change in Control of the Company; (ii) the sale or

transfer of all or substantially all of the business, operations or assets of the Company; or (iii) any transaction involving the sale of shares by the Company, that results in a change in Control of the Company in each case, whether effected in one or a series of transactions.

"Transfer" means to transfer, sell, convey, assign, pledge, hypothecate, create a security interest in or Lien on, place in trust (voting or otherwise), transfer by operation of law or in any other way subject to any encumbrance or dispose of, whether or not voluntarily;

"Writing" includes printing and lithography and any other mode or modes of representing of producing words in a visible form.

"Year" means from 1<sup>st</sup> January to 31<sup>st</sup> December inclusive; and

## **CHAPTER ONE: NAME, HEAD OFFICE, OBJECTS**

1. The name of the Company is "**TOURISM PROMOTION SERVICES (RWANDA) LIMITED**". The Company shall be governed by the laws in force in Rwanda and the Memorandum and Articles of Association of the Company.

2. The registered office of the Company shall be situated in Kigali. This office may be transferred by the Company to any other place in the Republic of Rwanda.

3. The objects for which the Company is established are:-

To carry on the business of proprietors, operators, lessees, licensees of hotels, lodges, guesthouses, resorts, motels, roadhouses, holiday camps, caravan sites, camping sites and apartment house keepers.

To fit up and furnish any property for the purpose of letting the same to visitors or guests whether in single rooms, multiple rooms, suites, chalets, caravans, movable structures, cottages or otherwise.

To buy, sell (both to persons residing on the Company's premises and to non-residents) import, produce, manufacture or otherwise deal in food and food products, meat, groceries, fruits, confectionaries, wine, spirit, beer and alcoholic beverages, tobacco, druggist supplies, beverages, linen, furniture, furnishings and other articles required in the said businesses.

To organise or host workshops, conferences, retreats, seminars, special private or public events for the Company, its clients or the general public.

To enter into any arrangements with any Governments or authorities (supreme, municipal, local or otherwise) or any corporations, companies, or persons that may seem conducive to the Company's objects or any of them and to obtain from any Government, authority, corporation or company any privileges and concessions and to present and advocate the views and policies of the Company to governments and other authorities.

To carry on the business of warehousemen and storers of goods, wares and merchandise of every kind and description whatsoever.

To carry on the business of manufacturing ice and provision of cold storage facilities.

To engage in the business of import, export, wholesale and retail of all goods, wares commodities and merchandise and to supply, distribute and generally deal in the aforementioned goods, wares, commodities and merchandise.

To carry on the business of forwarding of freight by air, water, land, rail or other means or by combination of all or any of the foregoing.

To borrow or raise or secure the payment of money in such manner as the Company may think fit and to secure the same or the repayment or performance of any debt liability contract guarantee or other engagement incurred or to be entered into by the Company in any way and in particular by the issue of debentures perpetual or otherwise, charged upon all or any of the Company's property (both

present and future) including its uncalled capital ; by issue of a mortgage, charge or lien upon the whole or any part of the Company's assets (whether present or future) and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake.

To establish and carry on a tourist agency, travel bureau and booking office.

To start, acquire, print, publish and circulate, or otherwise deal with any newspaper or newspapers, magazines, circulars, brochures or other publications, and generally to carry on the business of newspaper/magazine proprietors and general publishers.

To invest in or purchase or otherwise acquire leasehold and freehold lands, houses, buildings and hereditament business and to acquire by purchase, exchange or otherwise deal with all or any such lands, tenants or hereditament.

To enter into partnership or any other arrangement for sharing profits, union of interests, corporation, reciprocations in concerns or otherwise with any person or persons, firm or Company or co-operation, carrying on or engaged in or about to carry on or engage in, any business or transactions which the Company is authorised to carry on or 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 property and/or whereby the Company's interests would be benefited.

To subscribe, take, purchase or otherwise acquire and hold shares or other interests in securities of any other Company having objects altogether or in part similar to those of this Company or carrying on any business capable of being conducted so as directly or indirectly to benefit the Company.

To purchase or otherwise acquire and to sell, exchange, surrender, lease, mortgage, charge, convert, turn to account, dispose of and to deal with property and rights of all kinds and in particular mortgages charges, hypothecations, debentures, convertible loan stocks (with an option later to convert them into ordinary shares), concessions, options, contracts, patents, licences, stocks, shares, bonds, policies, book debts and business concerns of all kinds.

To purchase, receive, lease or otherwise acquire and to manage, hold, own, use, improve, convey, sell, mortgage or otherwise deal in airports, airstrips, aerodromes, lands, buildings and real property of every description or any interest therein.

To build, construct, maintain, alter, enlarge, pull down and remove or replace any buildings, factories, mills, machinery, engines, walls, fences, banks, dams, sluices or water course and to clear sites for the same or to join with any person, firm or Company in doing any of the things aforesaid and to work, manage and control the same or join with other in so doing.

To develop, construct and maintain roads of all kinds and to charge tolls (where applicable) for the usage of such roads.

To register the Company in any other country or place as a foreign Company if circumstances so warrant.

To make, work, equip and maintain railways, tramways and air strips or aerodromes.

To carry on the business of water treatment, supply, storage and distribution and to undertake waste water and sewerage management and disposal.

To carry on the business of farming industry and dealers in fruit canning, coffee, tea, cocoa, bananas, pineapples, mangoes, oiled seeds and anything of any kind whatsoever.

To carry on the business of distributors of goods of all kinds whatsoever.

To act as customs clearing agents.

To develop, publish, disseminate market or otherwise promote tools, frameworks, materials, articles, books, manuals and other items for use in any development or academic endeavour.

To associate with others including individual experts, firms, non-governmental organisations, intergovernmental bodies in pursuance of the objectives stated herein.

To collect, prepare and distribute information and statistics relating to any type of business, industry or activity and to promote or propose such measures as may be considered desirable or beneficial.

To hold or promote competitions of any description authorised by law, which may be calculated to increase the business of the Company or to advertise or promote the sale of any publication by it or in which it is interested; and to give prizes in connection with such competitions or otherwise consisting of cash, scholarships or other terminable payments, shares or other choses in action, gifts in kind, or any other description of bonus or reward, or any rights privileges or advantages which it is in the power of the Company to confer.

To carry on the business of bakers, confectioners, butchers, fishmongers, dairymen, grocers, poulters, greengrocers, farmers, ice merchants and ice cream manufacturers, yoghurt manufacturers and to manufacture, buy, sell, refine, prepare, grow, import, export and deal in provisions of all kinds, both wholesale and retail and whether solid or liquid.

To carry on the business of stationers and lithographers and all other businesses similar and directly or indirectly related to the said business.

To carry on all or any of the business of proprietors and publishers of journals, magazines, books, catalogues and stationers, lithographers, type founders, stereotypers, photographers, photographic printers, engravers, die sinkers, book manufacturers, booksellers, advertising agents, engineers and dealers in or manufactures or letters or hirers of any articles or things of a character similar or analogous to the foregoing or any of the foregoing or any of them or connected therewith, particular maps, plans, models, drawing, mathematical and technical instruments and materials, drawing and tracing inks and drafting suppliers, writing machines, apparatus suppliers, motors and dynamos and machinery, plant, appliances and inventions of all kinds.

To deal in all other goods, and articles used in similar business or commonly supplied in connection with construction, manufacturing and repairs of such structures or other materials capable of being used in such business or required by the customers or other persons having dealings with the Company.

To invest and deal with the monies of the Company not immediately required upon such securities and in such manner as shall from time to time be determined.

To carry on the business of general motor electrical engineers, plumbers and gas fitters and any other business which may be conveniently carried on in connection therewith.

To carry on the business of garage proprietors, haulage and transport contractors, omnibus proprietors, clearing and forwarding agents and any other business which may conveniently be carried on in connection therewith.

To carry on the business of wholesale and retail dealers of and in ironmongery, turnery, household fittings and utensils and dealers in hardware and tools of every description including goods of metal, china, pottery, glass, electrical appliances, wiring and materials, wireless apparatus and such other goods as are usually dealt with in a business of hardware merchants.

To carry on the business of house furniture, upholsters and dealers in and hirers, repairs, cleaners, stores and warehouses of furniture, carpets, linoleums and other floor coverings household utensils, china and glass goods fittings, curtains and other home furnishings and household requisites of all kinds and all things capable of being used therewith, or in the maintenance, repair or manufacture thereof.

To apply for, purchase or by other means acquire and protect, prolong and renew whether in Rwanda or elsewhere any patents, patent rights, brevets, invention, licences, protections and concessions which may appear likely to be advantageous or useful to the Company and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same and to expend money in experimenting upon and testing and in improving or seeking to improve any patent, inventions or rights which the Company may acquire or propose to acquire.

To acquire and undertake the whole or any part of the business, goodwill and assets of any person, firm or Company carrying on or proposing to carry on any of the business which this Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or Company or to acquire an interest in, amalgamate with or enter into any arrangement for sharing profits or for co-operation or for limiting competition or for mutual

assistance with any such person, firm or Company and to give or accept by way of consideration for any of the acts or things aforesaid or property acquired or any shares, debentures, debenture-stock or securities received.

To carry on the business of dealers and fitters of wireless and electrical goods of all descriptions and any other business which may conveniently be carried on in connection therewith.

To improve, manage, cultivate, develop, exchange, let on, lease or otherwise, mortgage, charge, sell dispose of, turn to account, grant rights, and privileges in respect of or otherwise and with all or any part of the property and rights of the Company.

To buy, sell, manufacture, repair, alter and otherwise deal in apparatus, plant, machinery, fittings, furnishings, tools, materials, products and things of all kinds capable of being used for the purpose of the above-mentioned business or any of them or likely to be required by the customers of the Company.

To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable instruments.

To act as agents or brokers and as trustees for any person, firm or Company and to undertake and perform sub-contracts and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors or others.

To pay all or any expenses of insurance in connection with the formation, promotion and incorporation of the Company or to contract with any person, firm or Company to pay the same and to pay commission to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares, debentures debenture-stock or securities of this Company.

To support and subscribe to any charitable or humanitarian objects and any institution, society or club which may be for the benefit of the Company or its employees or may be connected with any town or place where the Company carries on business, to give pensions, gratuities or charitable aid to any person or persons who may have served the Company or to wives, children or other relatives of such persons to make payments toward insurance and to form and contribute to a provident fund for the benefit of any persons employed by the Company.

To promote any other Company for the purpose of acquiring all or any of the property and undertaking any of the liabilities of the Company or to enhance the value of any property or business of the Company and to place or guarantee the placing of, underwrite, subscribe or otherwise acquire all or any, or part of the shares or securities of any such Company as aforesaid, and to promote and safeguard commercial, economic, civil and social interests of the members of the Company.

To remunerate any person, firm or Company, rendering services to the Company whether by cash payment or by the allotment to him or them of shares or securities of the Company credited as paid up in full or in part or otherwise.

To sell or otherwise dispose of the whole or any part of the undertaking of the Company either together or in portions for such consideration as shares, debentures or securities of any Company purchasing the same.

To amalgamate with any other Company having objects altogether or in part similar to those of this Company.

To distribute among the members of the Company in kind and property of the Company and in particular any shares, debentures or securities of other companies belonging to this Company or of which this Company may have the power of disposing.

To invest the money as raised and borrowed in and to hold, sell and deal with the stock, shares, bonds, debentures, debenture stock and securities of any government, state, Company, corporation, municipal or local or other body or authority.

To lend money to such persons or companies and on such terms as may seem expedient and in particular to customers and others having dealings with the Company.

To give guarantee and/or become sureties for any person or persons, firm or firms, corporation or corporations whether incorporated or not, for moneys raised and/or borrowed by him or them from

any person or firm or corporation or for any purpose whatsoever and to charge or mortgage the property of the Company (movable or immovable) for the performance, discharge and fulfilment of such obligations and guarantees.

To give bond or bonds and become bails for or in respect of any person, form corporation or for any purpose whatsoever as the Company may deem fit.

To develop the resources of the same property by building, re-claiming, clearing, draining and otherwise improving, farming and planting on any terms of system that may be considered advisable.

To make, provide and use railways, tramways telegraphs, canals, road and all other works and means of transport by land or water necessary or expedient for the improvement of the property of the Company and to contribute to the expense of promoting, making and using the said works or any of them.

To provide for the religious, educational, social and general welfare of occupants on the property of the Company and others by building establishing making or supporting houses, factories, stores, buildings, churches, schools, leaving rooms, baths, parks, places for recreation, building societies, insurance societies and other institutions, water, lighting, drainage and improvement works.

To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with its business or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights.

The liability of the members is limited.

The nominal share capital of the Company is 5,779,200,000 RwF (Five Billion Seven Hundred Seventy Nine Million Two Hundred Thousand Rwanda Francs only) divided into 5,779,200 ordinary shares of 1,000 RwF (One Thousand Rwanda Francs only) each, with power for the Company to increase or reduce the said capital and to issue any part of its capital, ordinary or increased, with or without any preference, priority or special privilege or subject to any postponement of rights or to any conditions or restrictions so that unless the conditions of issue shall otherwise expressly declare, every issue of shares whether declared to be preference or otherwise shall be subject to the power hereinafter contained.

Name	Shares Taken and Paid For	Equivalent in RwF	%
1. AKFED	2,514,400	2,514,400,000,	43.51%
2. TPSEA	464,800	464,800,000	8.04%
3. DEG	1,680,000	1,680,000,000	29.07%
4. IFC	1,120,000	1,120,000,000	19.38%
<b>TOTAL</b>	<b>5,779,200</b>	<b>5,779,200,000</b>	<b>100%</b>

## CHAPTER TWO: PRIVATE COMPANY

6. The Company is a Private Company, and accordingly:

- (a) no invitation shall be issued to the public to subscribe for any shares or debentures of the Company;
- (b) the number of the Members of the Company, not including persons who are in the employment of the Company is limited to (50) fifty: Provided that, for the purpose of this provision, where two or more persons hold one or more shares in the Company jointly, they shall be treated as a single Member;
- (c) the right to transfer the shares of the Company is restricted in the manner hereinafter provided; and
- (d) no bearer Share Warrant shall be issued.

## CHAPTER THREE: SHARE CAPITAL - SHARES

7. Without prejudice to any special rights previously conferred on the holders of any shares or class of shares, any share in the Company (whether forming part of the original capital or not) may be issued with any such preferred, deferred or other special rights or subject in regard to dividend returns of capital, voting or otherwise as the Company may from time to time, by resolution, determine or in the case of any shares in respect of which there has been no such determination as the Board may direct.

8. Subject to the provisions of the Act any preference shares may be issued on the terms that they are, or at the option of the Company, are liable, to be redeemed on such terms and in such terms and in such manner as the Company may, by special resolution, determine.

9. Subject to Article 121 hereof, the Company may, from time to time by special resolution, increase its share capital by such sum, to be divided into shares of such amount, as the resolution will prescribe.

#### **MODIFICATION**

10. All or any of the special rights and privileges for the time being attached to any class of shares issued may from time to time (whether or not the Company is being wound up) be altered or abrogated with the consent, in writing, of the holders of no less than  $\frac{3}{4}$  (three-fourths) of the issued shares of the class or with the sanction of a special resolution passed at a separate general meeting of the holders of such shares. To any such separate general meeting all the provisions of these Articles as to the general meeting of the Company shall apply ***mutatis mutandis***, but so that the necessary quorum shall be two members at least holding or representing by proxy no less than one-third of the issued shares of the class, that every holder of shares of the class shall be entitled on a poll to one vote for every such share held by him, and that if at any adjourned meeting of such holders a quorum as above defined be not present, those of such holders who are present shall be a quorum.

11. The special rights conferred upon the holders of any shares or class of shares shall not, unless otherwise expressly provided by the conditions of issues of such shares, be deemed to be altered by the creation or issue of further shares ranking ***pari passu*** therewith.

12. Subject to the provisions of these Articles, the un-issued shares of the Company shall be at the disposal of the Board, which may allot, grant options over or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions as the Board may determine, but so that no shares shall be issued at a discount except in accordance with the Act.

#### **SHARES**

13. The Company may exercise the powers of paying commissions, provided that the rate or amount of the commission paid or agreed to be paid and the number of shares which persons have agreed for a commission subscribe absolutely shall be disclosed in the manner required by the said section, and that such commission shall not exceed 10% (ten per cent) of the price at which the shares in respect whereof the same is paid are issued or an amount equal to 10% (ten per cent) of such price (as the case may be). Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares in one way and partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.

14. If any shares of the Company are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provision of any plant which cannot be made profitable for a lengthened period, the Company may, subject to the conditions and restrictions (if any) set out in the Act, pay interest on so much of such share capital as is for the time being paid up and may charge the same to capital as part of the cost of construction of the works or buildings or the provision of plant.

15. Except as ordered by a court of competent jurisdiction or as by law required, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as by these Articles or by law otherwise provided) any other right in respect of any share except an absolute right to the entirety thereof in the registered holder.

#### **SHARE CERTIFICATES**

16. Every person whose name is entered as a member in the Register shall be entitled, without payment, to receive within two months after allotment or lodgement of transfer (or which such other period as the conditions of issue shall provide) one certificate for all his shares of any one class, or several certificates each for one or more of his shares of such class upon payment of such sum for every certificate after the first as the Board shall from time to time determine. In the case of a share held jointly by several persons, delivery of a certificate to one of several joint holders shall be sufficient delivery to all. If a Member shall sell or transfer part of the shares comprised in his holding he shall be

entitled to a certificate for the balance without charge.

17. If a share certificate be defaced, lost or destroyed it may be replaced on payment of such fee (if any) as to be determined by the Board and on such terms (if any) as to evidence and indemnity and payment of the out-of-pocket expenses of the Company of investigating such evidence as the Board may think fit and, in case of defacement, on delivery of the old certificate to the Company.

#### **LIEN**

18. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys, whether presently payable or not, called or payable at a fixed time in respect of such share, and the Company shall also have a first and paramount lien and charge on all shares (other than fully paid shares) standing registered in the name of a single Member for all the debts and liabilities of such member or his estate to the Company, and whether the same shall have been incurred before or after notice to the Company of any equitable or other interest of any person other than such Member, and whether the time for the payment or discharge of the same shall have actually arrived or not, and notwithstanding that the same are joint debts or liabilities of such Member or his estate and any other person whether a Member of the Company or not. The Company's lien on a share shall extend to all dividends payable thereon. But the Board may at any time declare any share to be wholly or in part exempt from the provisions of this article, and unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares.

19. The Company may sell, in such manner as the Board may think fit, any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable nor until the expiration of fourteen days after a notice in writing stating and demanding payment of the sum presently payable and giving notice of the intention to sell in default shall have been given to the holder for the time being of the share or to the person entitled by reason of his death or bankruptcy to the share.

20. The net proceeds of sale shall be applied in or towards payment or satisfaction of the debt or liability in respect whereof the lien exists so far as the same is presently payable, and any residue shall (subject to a lien for debts or liabilities not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the time of sale. To give effect to any such sale the Board may authorise some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares and he shall not be bound to see to 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 sale.

#### **CALLS ON SHARES**

21. The Board may from time to time make calls upon Members in respect of any moneys unpaid on their shares (whether on account of the nominal amount of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times, provided that no call shall exceed one fourth of the nominal amount of the shares or be payable at less than one month from the date fixed for payment of the last previous call, and each Member shall (subject to the Company giving to him at least fourteen days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the Board may determine.

22. A call may be made payable by instalments and shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed.

23. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

24. If a sum called in respect of a share be not paid before or on the day appointed for payment thereof the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate, not exceeding ten per cent per annum, as the Board may determine, but the Board shall be at liberty to waive payment of such interest wholly or in part.

25. Any sum which, by the terms of issue of a share, becomes payable on allotment or at any fixed date, whether on account of the nominal amount of the share or by way of premium, shall for all the purposes of these Articles be deemed to be a call duly made and payable on the date on which, by the terms of issue, the same becomes payable, and in case of non-payment all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue or a call duly made and notified.

26. The Board may make arrangements on the issue of shares for a difference between the holders in the amount of calls to be paid and in the times of payment.

27. The Board may, if it thinks fit, receive from any Member willing to advance the same, all or any part of the

moneys uncalled and unpaid upon any shares held by him and upon all or any of the moneys so advanced may (until the same would, but for such advance, become presently payable) pay interest at such rate, as may be agreed upon between the Board and the Member paying such sum in advance. The Directors may at any time on giving not less than three months notice in writing to such Member repay to him the amount by which any such advance exceeds the amount actually called up on the shares.

#### **TRANSFER OF SHARES**

28. Except for the specific case of IFC and DEG, no Shareholder shall sell, assign, pledge or otherwise transfer any shares without the prior written consent of the other Shareholders.

#### **PRE-EMPTIVE RIGHTS**

29. The Shareholders shall each, have the right to purchase its *pro rata* share of New Securities (as defined below), as of immediately prior to the issuance of the New Securities.

30. If the Company proposes to issue New Securities, it shall give the Shareholders written notice of its intention, describing the New Securities, their price, and their general terms of issuance, and specifying the Shareholders' *pro rata* share of such issuance. Each of the Shareholders shall have thirty (30) days after any such notice is mailed or delivered to agree to purchase up to their respective *pro rata* share of the New Securities for the price and on the terms specified in such notice.

31. "New Securities" shall mean any new shares or Share Equivalents of the Company other than such shares or Share Equivalents as the shareholders have agreed in writing to exempt from this definition of New Securities. Provided that those shares or Share Equivalents, on an as converted basis, shall not exceed the IFC Shares in number and provided further, that the term "New Securities" does not include ordinary shares issued or issuable in connection with any stock split or stock dividend of the Company.

#### **TAG ALONG RIGHTS**

32. If any Sponsor (each, a "Selling Shareholder" and all of them, collectively, the "Selling Shareholders") proposes to Transfer (directly or indirectly) any shares or Share Equivalents to a third party Transferee (a "Buyer"), IFC and/or DEG may participate in such Transfer in accordance with Articles 32-37 (inclusive).

33. The Selling Shareholders will promptly, but in any case not later than thirty (30) days prior to the proposed date of closing of any such Transfer give notice (the "Transfer Notice") to IFC and DEG. The Transfer Notice shall describe in reasonable detail the proposed Transfer, including but not limited to the number of shares and/or Share Equivalents to be Transferred, the consideration to be paid, other material terms and conditions of the proposed Transfer, and the name and address of each Transferee. Each of IFC and DEG shall have the independent right to participate in the proposed Transfer by notifying the Selling Shareholders within a period of thirty (30) days from IFC's and DEG's receipt, respectively, of the Transfer Notice (the "Exercise Period") the number of shares and/or Share Equivalents each IFC and/or DEG wish to Transfer.

34. Each IFC and DEG shall ordinarily be entitled to Transfer the number of shares and/or Share Equivalents obtained by multiplying the number of the shares and/or Share Equivalents to be Transferred by the Selling Shareholders by a fraction, the numerator of which shall be (A) the number of shares and/or Share Equivalents then held by each IFC and DEG and the denominator of which shall be (B) the aggregate number of shares and/or Share Equivalents then held by the Selling Shareholders, DEG and IFC. However, if the proposed Transfer would result in a change of Control of the Company, or if following the proposed Transfer the shares and Share Equivalents held by either IFC or DEG would account for less than five per cent (5%) of the shares and Share Equivalents then outstanding, IFC and/or DEG, as the case may be, may independently Transfer up to all of the shares and Share Equivalents held by them in preference to any other Shareholder, including the Selling Shareholder.

35. Any Transfer by IFC or DEG shall be made on substantially the same terms and conditions as described in the Transfer Notice. However, neither IFC nor DEG shall be required to make any representation or warranty to the Buyer, other than as to good title to any shares and/or Share Equivalents IFC or DEG proposes to Transfer, absence of material liens with respect to such shares and/or Share Equivalents, and customary representations concerning each IFC's and DEG's power and authority to undertake the proposed Transfer, and the validity and enforceability of IFC's and DEG's obligations in connection with it, respectively.

36. The Selling Shareholders shall have a period of sixty (60) days from the expiration of the Exercise

Period in which to Transfer to the Buyer the shares and/or Share Equivalents proposed to be Transferred (including, if applicable, any shares and/or Share Equivalents to be Transferred by IFC and/or DEG), upon terms and conditions (including consideration for the Transfer) no more favorable than those specified in the Transfer Notice. If the Selling Shareholders do not complete the Transfer within such period, IFC's and DEG's tag-along rights shall be applicable to any subsequent proposed Transfer by the Selling Shareholders.

37. To the extent that any Buyer refuses to purchase shares and/or Share Equivalents from IFC and/or DEG, hereunder, the Selling Shareholders shall not Transfer to that Buyer any of their shares or Share Equivalents unless, prior to or simultaneously with such Transfer, the Selling Shareholders shall acquire from IFC or DEG, as applicable, the shares and/or Share Equivalents that IFC and/or DEG, wish to Transfer.

### **Offering Rights**

38. If the Company proposes to undertake any Company Offering, the Company shall give notice to IFC and DEG promptly of its intention to do so, specifying the other material terms of such proposed offering. Upon the request of IFC and/or DEG, as the case may be, delivered to the Company within thirty (30) days after receipt of the Company's notice, the Company shall use its best efforts to include in such Company Offering all of the Offer Securities specified by IFC and/or DEG, as applicable.

### **Cut Backs**

39. If a Company Offering is an underwritten offering, and the managing underwriter advises the Company that, in its opinion, the number of shares and/or securities proposed to be included in such Company Offering should be limited due to market conditions, then the Company shall so advise IFC and DEG, and the number of shares and/or securities to be included in such Company Offering shall be allocated (i) first, to the Company for securities being sold for its own account, (ii) second, to IFC and DEG on a pro-rata basis, and (iii) finally, to other selling holders of such shares or securities, if any.

40. Notwithstanding any such limitation, if the Company lists its shares on any securities exchange or other trading market, the Company shall, to the fullest extent permitted by law, take all such actions as may be necessary or appropriate to list all shares, or shares issued or issuable in respect of Share Equivalents owned by IFC and DEG, such that such shares will be freely tradable by IFC and DEG on such market.

### **Costs**

41. The Company shall pay all Offering Expenses incurred in connection with each Company Offering, including but not limited to any costs reasonably incurred by IFC or DEG in connection with its participation or proposed participation in any such offering (other than customary underwriter discounts).

### **Underwritten Offerings**

42. If a Company Offering involves an underwritten offering, and IFC and/ or DEG, as the case may be, has elected to participate in such offering, IFC and/ or DEG, as applicable, shall sell the Offer Securities to be included in such offering to the underwriters selected by the Company on the same terms and conditions as apply to the Company or the relevant Sponsor. However, neither IFC nor DEG shall be required to make any representation or warranty to any Person in connection with such offering except, in each case, (i) that it has good title to and that there are no material liens on the Offer Securities or other securities, as the case may be, to be sold by (either) IFC and/ or DEG, as applicable, and (ii) customary representations concerning its power and authority to enter into, and the validity and binding effect of, any agreements made by IFC and/ or DEG, as applicable, in connection with such offering.

### **Market Stand – Off Agreement**

43. In connection with the closing of a Company Offering and if requested by the Company and an underwriter of shares and/or Share Equivalents of the Company, the Sponsors, IFC, DEG and the other Shareholders shall enter a customary lock-up agreement with such underwriter which provides that each such Person shall not sell or otherwise transfer or dispose of any shares or Share Equivalents of the Company held by them (other than those included in the registration) during the up to 180 days period following the consummation of such Company Offering; provided, that all officers and directors of the Company, each Sponsor, the other Shareholders and IFC (as applicable), all other persons with registration rights (whether or not pursuant to this Agreement) and holders of at least one per cent (1%) of the Company's share capital are bound by and have entered into agreements for the restriction on the

sale or other transfer or disposition of their shares or Share Equivalents as least as restrictive as set forth above. The Company may impose stop-transfer instructions with respect to the shares or Share Equivalents subject to the foregoing restriction until the end of such one hundred eighty day period. If the underwriters subsequently waive this lock-up provision with respect to a percentage of any Person's shares or Share Equivalents, the underwriters shall also be deemed to have waived such lock-up provision as to each IFC and DEG for an equal percentage of shares and IFC's and DEG's Share Equivalents.

#### **Indemnification**

44. To the extent permitted by law, the Company will indemnify and hold harmless IFC and DEG, and each of their officers, directors, employees and consultants, and legal advisers, from and against any loss, claim or liability (and any actions, proceedings or settlements in respect thereof) arising out of or based on (i) any untrue statement of a material fact contained in any prospectus, offering circular, or other offering document, (ii) any failure to state therein a material fact necessary to make the statements therein not misleading (if this would be a violation of applicable law), and (iii) any violation of Applicable Law (including but not limited to, securities laws and exchange requirements applicable to such Company Offering); provided, that the Company shall not be liable under this Section to the extent that any such loss, claim or liability is based on any written statement furnished by IFC or DEG, respectively, to the Company expressly for inclusion in such offering document.

#### **Neither IFC Nor DEG a Promoter**

45. Neither IFC nor DEG shall be deemed to be Promoters of the Company for the purpose of any Company Offering and the shares and Share Equivalents held by IFC or DEG shall not be subject to any statutory or regulatory moratorium imposed in connection with such Company Offering. The Company and the Promoters shall at their own cost make any and all applications to statutory and regulatory Authorities that may be required to obtain any necessary Authorization or exemption.

#### **Right Of First Offer**

46. If any Shareholder (each, a "Transferring Shareholder") proposes or desires to Transfer all or any portion of the shares and/or Share Equivalents held by it (collectively, the "Transfer Shares"), it will promptly, but in any case not later than thirty (30) days prior to the proposed date of closing of any such Transfer give notice (the "RFO Notice") to the other Shareholders (the "Offerees"), describing in reasonable detail the proposed Transfer, including but not limited to the number of shares and/or Share Equivalents to be Transferred, the consideration to be paid, other material terms and conditions of the proposed Transfer, and the name and address of each Transferee (if then known).

47. Within twenty (20) days from receipt of the RFO Notice, each Offeree shall give notice (the "Acceptance Notice") to the Transferring Shareholder stating whether or not it will exercise its right of first offer to acquire all (but not less than all) of its pro rata share of the Transfer Shares on the terms and conditions described in the RFO Notice.

48. Each Acceptance Notice shall be irrevocable and (if specifying exercise of the first offer rights) shall constitute a binding agreement to acquire the Transfer Shares. Any such acquisition of the Transfer Shares hereunder shall be closed at the registered office of the Company within thirty (30) days of the Transferring Shareholder's receipt of all of the Acceptance Notices (the "Closing Period").

49. The Transferring Shareholder may Transfer all or any part of the Transfer Shares in respect of which no Acceptance Notice specifying exercise of the first offer rights has been received within a period of one hundred and twenty (120) days after the expiration of the Closing Period; provided that (i) any such Transfer shall be upon terms and conditions (including the consideration for the Transfer) no more favorable to the Transferee than those specified in the Transfer Notice, and (ii) the Transferee shall agree to comply with all of the applicable obligations of the Transferring Shareholder under and be bound by the terms of this Agreement. If the Transferring Shareholder does not complete such Transfer within such period, any subsequent proposed Transfer by it shall again be subject to the provisions of this Section.

#### **Free Transferability of IFC and DEG Shares**

50. Except as otherwise set forth in these Articles, the IFC Shares and the DEG Shares shall be freely transferable and tradable. It is further agreed that Articles 29-50 (inclusive) shall apply only to IFC and DEG Shares, but shall not apply to any transferees of IFC or DEG.

51. No transfer shall be registered unless a proper instrument of transfer shall have been delivered to the Company. The instrument of transfer of a share shall be executed by both the transferor and the transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof. All instruments of transfer, when registered, shall be retained by the Company.

52. The Board may, in its absolute discretion and without assigning any reason therefore, decline to register any transfer of shares (other than fully paid shares) to a person of whom it shall not approve. The Board may also decline to register any transfer of shares on which the Company has a lien.

53. The Board may decline to recognise any instrument of transfer unless:

- a) such fee to be determined by the Board is paid to the Company in respect thereof;
- b) the instrument of transfer is lodged with the Company at the registered office of the Company accompanied by the certificate of the shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer; and
- c) the instrument of transfer is in respect of only one class of shares.

54. If the Board refuses to register a transfer it shall, within two months after the date on which the transfer was lodged, send to the transferee notice of the refusal and the instrument of transfer which the Board has refused to register shall be returned to the transferee.

55. The Company shall be entitled to charge a fee to be determined by the Board on the registration of every probate, letters of administration, certificate of death or marriage, power of attorney, or other instrument relating to or affecting the title to any share.

#### **TRANSMISSION OF SHARES**

56. In case of the death of a Member the survivor or survivors where the deceased was a joint holder, and the executors or administrators of the deceased where he was a sole holder, shall be the only persons recognised by the Company as having any title to his shares; but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share jointly held by him with other persons.

57. Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member may upon such evidence being produced as may from time to time be required by the Board and subject as hereinafter provided either be registered himself as holder of the share or elect to have some person nominated by him registered as the transferee thereof.

58. If the person becoming entitled shall elect to be registered himself he shall deliver or send to the Company a notice in writing signed by him, stating that he so elects. If he shall elect to have his nominee registered he shall testify his election by executing to his nominee a transfer of such share. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer executed by such Member.

59. A person becoming entitled to a share in consequence of the death or bankruptcy of a Member shall be entitled to receive and may give a discharge for any dividends of moneys payable in respect of the shares, but he shall not be entitled in respect of the share to receive notices of or to attend or vote at general meetings of the Company or, save as aforesaid, to exercise in respect of the share any of the rights or privileges of a Member until he shall have become registered as the holder thereof.

#### **FORFEITURE OF SHARES**

60. If a Member fails to pay any call or instalment of a call on the day appointed for payment thereof, the Board may at any time thereafter during such time as any part of such call or instalment remains unpaid serve notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest and expenses which may have accrued.

61. The notice shall name a further day (not being less than fourteen days from the date of notice) on or before which and the place where the payment required by the notice is to be made, and shall

state that, in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call was made or instalment is payable will be liable to be forfeited hereunder and, such case; references herein to forfeiture shall include surrender.

62. If any requirement of any such notice as aforesaid be not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls or instalments, interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

63. When any share has been forfeited, notice of the forfeiture shall forthwith be given to the holder of the share or the person entitled to the share by reason of the death or bankruptcy of the holder (as the case may be); but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice as aforesaid.

64. A forfeited share shall be deemed to be property of the Company and may be sold, re-allotted or otherwise disposed of either to the person who was, before forfeiture, the holder thereof or entitled thereto or to any other person upon such terms and in such manner as the Board shall think fit, and at any time before a sale or disposition, the forfeiture may be cancelled on such terms as the Board may think fit.

65. A Member whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares but shall, notwithstanding, remain liable to pay the Company all moneys which at the date of forfeiture were presently payable by him to the Company in respect of the shares thereon at such rate as the Board may determine, not exceeding ten percent per annum, from the date of forfeiture until payment but the Board may waive payment of such interest either wholly or in part.

66. A statutory declaration in writing that the declaring is a Director or the Secretary of the Company and that a share has been duly forfeited on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The Company may receive the consideration (if any) given for the share on the sale or disposition thereof and may execute a transfer of the share in favour of the person to whom the same is sold or disposed of, and he shall thereupon be registered as the holder of the share and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale or disposal of the share.

## **INCREASE OF CAPITAL**

67. Subject to Article 121, the Company may, from time to time by special resolution, increase its capital by such sum to be divided into shares of such amounts, as the resolution shall prescribe.

68. The Company may, by the resolution increasing the capital, direct that the new shares or any of them shall be offered either at par or at a premium or at a discount or may make any other provisions as to the issue of the new shares. The new shares shall be subject to all the provisions of these Articles with reference inter alia to payment of calls, lien, transfer, transmission, forfeiture and otherwise and, unless otherwise provided in accordance with these Articles, shall be issued as ordinary shares.

## **ALTERATIONS OF CAPITAL**

70. The Company may from time to time by ordinary resolution:

- a) consolidate and divide all or any of its share capital into shares of larger amount than of its existing shares;
- b) sub-divide its shares or any of them into shares of smaller amount than is fixed by the Memorandum of Association;
- c) cancel any shares which at the date of the passing of the resolution have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled; and

may also by special resolution:

- d) reduce its share capital or any capital redemption reserve fund or any share premium account in any manner and with and subject to any circumstances authorised by the Act.

## **CHAPTER 4: MEETINGS**

## **GENERAL MEETINGS**

71. The Company shall in each year hold a general meeting as its Annual General Meeting in addition to any other meetings in the year, and not more than twelve months shall elapse between the date of one Annual General Meeting of the Company and that of the next. The Annual General Meeting shall be held at such time and place, as the Board shall appoint.

72. All General Meetings other than the Ordinary General Meetings shall be called Extraordinary General Meetings.

73. The Board may, whether it thinks fit, convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists. If at any time there are not within the Republic of Rwanda sufficient Directors capable of acting to form a quorum, any Director or any two Members of the Company may convene an Extraordinary General meeting in the same manner as nearly as possible as that in which meetings may be convened by the Board. In the case of an Extraordinary General Meeting called pursuant to a requisition, no business other than that stated in the requisition as the subject of such meeting shall be transacted unless such meeting shall have been called by the Board.

## **NOTICE OF GENERAL MEETINGS**

74. An Annual General Meeting and a meeting called for the passing of a special resolution shall be called by twenty-one days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of the meeting, and, in the case of special business, the general nature of the business. The notice convening an annual General Meeting shall specify the meeting as such, and the notice convening a meeting to pass a special extraordinary resolution shall specify the intention to propose the resolution as a special or extraordinary resolution as the case may be. Notice of every General Meeting shall be given in manner hereinafter mentioned to such persons as are, in accordance with the provisions of these articles, entitled to receive such notice from the Company, and also to the Auditors of the Company for the time being. The Notice shall be sent to the address notified to the Company in writing by each Member;

Provided that with the consent of all the Members entitled to receive notice of some particular meeting, that meeting may be convened by such shorter notice and in such manner as those Members may think fit.

In every notice calling a meeting there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of him and that a proxy need not also be a Member.

75. An agenda setting out the business to be transacted at a General Meeting shall be circulated by the Company to each Member at least fifteen (15) days prior to the date of the General Meeting. No business shall be transacted at any General Meeting duly convened and held other than that specified in the notice without the prior consent of Members holding a majority of ordinary shares then outstanding.

76. The Board shall provide the Company's previous Financial Year's audited financial statements to all Members at least twenty one (21) days before the AGM is held to approve and adopt such audited financial statements.

77. The accidental omission to give notice of a meeting or (in cases where instruments of proxy are sent out with the notice) the accidental omission to send such instrument of proxy to, or the non-receipt of notice of a meeting or such instrument of proxy by, any such person entitled to receive notice shall not invalidate the proceedings at the meeting.

78. All business shall be deemed special that is transacted at any Extraordinary General Meeting and also all business that is transacted at an Annual General Meeting with the exception of the declaration and sanctioning of dividends, the consideration of the accounts and balance sheet and the reports of the Directors and Auditors, and the appointment of the Director and Auditors. A resolution, in writing, signed by all the Members entitled to receive notice for either an Extraordinary General Meeting or an Annual General Meeting shall be valid and effectual. Such resolution may be contained in one document or in several documents in like form each signed by one or more of such members; provided that a resolution passed by telephonic means either by all Members or by a

number thereof constituting a quorum, shall be valid and effectual as a resolution passed at a meeting of the Members.

79. The quorum for a General Meeting shall be shareholders holding a majority of the ordinary shares then outstanding. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. A corporation being a Member shall be deemed for the purpose of this Article to be personally present if represented by proxy.

80. In the absence of a valid quorum at a General Meeting duly convened and held, the meeting shall be adjourned to the same time or place not earlier than ten (10) days but no later than twenty-one days thereafter as the Chairman may determine.

81. The Chairman (if any) of the Board shall preside as Chairman at every General Meeting of the Company.

82. If there be no such Chairman or if at any meeting the Chairman be not present within half an hour after the time appointed for the holding the meeting, the Members shall choose any of the Directors present at the meeting to act, or if one Director only be present he shall preside as Chairman if willing to act. If no Director be present, or if all the directors present decline to take the chair, the Members present shall choose one of their number to be Chairman.

83. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

84. At any General meeting, a resolution put to the vote of the meeting shall be decided on one vote one share basis on a show of hands unless (before or on the declaration of the result of the show of hands) a poll be so demanded by the Chairman, or by at least three Members representing one third the total voting rights of all Members having the right to vote at the meeting a declaration by the Chairman that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or not carried by a particular majority or lost, and an entry to that effect in the book of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such a resolution.

85. If any votes shall be counted which ought not to have been counted or might have been rejected the error shall not vitiate the resolution unless it be pointed out at the same meeting and not in that case unless it shall, in the opinion of the Chairman of the meeting, be of sufficient magnitude to vitiate the resolution.

86. If a poll be duly demanded the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

87. A poll demanded on the election of a Chairman, or on a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time and place in such manner as the Chairman directs.

88. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded, and it may be withdrawn at any time before the next business is proceeded with.

## VOTES OF MEMBERS

89. Subject to any special terms as to voting upon which any share capital may be issued or may for the time being be held on a show of hands every Member who (being an individual) is present in person or (being a corporation) is present by a representative duly authorised shall have one vote on a poll every Member who is present in person or by proxy shall have one vote for every ordinary share of the capital of which he is the holder.

90. In the case of joint holders of the share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purposes seniority shall be determined by the order in which the names stand in the Register.

91. A corporation being a Member may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any General Meeting of the Company or of any class of Members of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation he represents as that corporation could exercise if were an individual Member of the Company.

92. A Member of unsound mind or in respect of whom an order has been made by any court having jurisdiction for the protection of persons incapable of managing their own affairs may vote, whether on a show of hands or on a poll, by his committee, curator bonis or the other person in the nature of a committee or curator bonis appointed by such court, and such committee, curator bonis or other person may vote on a poll by proxy.

93. No Member shall be entitled to vote at any General Meeting unless all calls or other sums presently payable by him in respect of the shares in the Company have been paid.

94. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.

95. On a poll, votes may be given either personally or by proxy.

96. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing or, if the appointer be a corporation, either under its common seal or under the hand of an officer or attorney so authorised.

97. A proxy need not be a Member of the Company. Any Member may appoint more than one proxy to attend on the same occasion.

98. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a certified copy of such power or authority duly notarised, shall be deposited at the Office or such other place in Rwanda as may be specified in the notice convening the meeting no less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll taken subsequently to the date of a meeting or adjourned meeting, no less than twenty-four hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.

99. The Board may, if it thinks fit, send out with the notice of any meeting, forms of instrument of proxy for use at the meeting and such instruments of proxy shall be in the form following or in such other form as the Board may decide:

#### **FORM OF PROXY**

#### **TOURISM PROMOTION SERVICES (RWANDA) LIMITED**

I/We, being (a) Member(s) of the above-named Company, hereby appoint \_\_\_\_\_,  
of \_\_\_\_\_,  
or failing him \_\_\_\_\_,  
of \_\_\_\_\_, as my/our proxy to vote for me/us and  
on my/our behalf at the annual [or extraordinary, as the case may be] General Meeting of the  
Company to be held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ and at  
any adjournment thereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

in favour of \_\_\_\_\_

I desire to vote \* \_\_\_\_\_ the Resolution(s) [where more than one proxy is  
against \_\_\_\_\_]

appointed add, in respect of \_\_\_\_\_ share(s)

\* NOTE:- Unless otherwise directed, the proxy holder will vote as he thinks fit and in respect of the Member's total holding. \_\_\_\_\_

100. A vote given in accordance with the terms of an instrument of proxy shall be valid

notwithstanding the previous death or insanity of the principal, or revocation of the instrument of proxy or of the authority under which the instrument of proxy is given, provided that no information in writing of such death, insanity, revocation or transfer shall have been received by the Company at the Office before the commencement of the meeting or adjourned meeting, or the taking of the poll, at the instrument of proxy is used.

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

## **CHAPTER 5: DIRECTORS, ADMINISTRATION, MANAGEMENT**

102. a) The Board of Directors of the Company shall consist of not less than four and not more than ten Directors. The number shall be fixed by the Board from time to time.

b) The Chairman of the Board shall be appointed by the Board and his remuneration shall be fixed by the Board. The Chairman of the Board shall also be the Chairman of the General Meeting of the Company and of any committee of which he is a member. The Chairman shall not have a second or casting vote at any meeting of the Board or any committee in the event of equality of votes.

103. Each Director shall have the power to appoint an alternate Director to act in his place during his absence and may at his discretion remove such alternate director. A person so appointed shall be subject in all respects to the terms and conditions existing in respect of the directors and each alternate Director, while so acting shall exercise and discharge all functions, powers and duties as a Director of his appointer in such appointer's absence. Any acting Director shall ipso facto cease to be an alternate Director if his appointer ceases, for any reason, to be a Director.

104. All appointments and removals of an alternate Director shall be effected by instrument in writing delivered to the Company Secretary and signed by the appointer.

105. A Director of the Company may be or become a director or another officer of or otherwise interested in any Company promoted by the Company or in which the Company may be interested, and no such Director shall be accountable for any remuneration or other benefits in the other Company. The Board may also exercise the voting power conferred by the shares in any other Company held or owned by the Company in such manner in all respect as it thinks fit, including the exercise thereof in favour of any resolution appointing the members of the Board or any of them to be directors or officer of such other Company, or voting or providing for the payment of remuneration to the directors or officers of such other Company, and any Director of the Company may vote in favour of the exercise of such voting rights in manner aforesaid notwithstanding that he may be or be about to become a director or officer of such other Company and as such, or in any other manner is or may be interested in the exercise of such voting rights in manner aforesaid.

106. a) A Director may hold any other office or place of profit under the Company (except that of Auditors) in conjunction with his office of Director upon such terms as the Board may determine, and receive such remuneration therefore as the Board may think fit. Subject to the next paragraph of this Article, no Director or intending Director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any such other office or place or profit or as vendor, purchaser or in any other manner whatever, nor shall any Director, in respect of any such contract or any contract or arrangement entered into by or on behalf of the Company in which the Director has any interest be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such Director holding that office or of the fiduciary relationship thereby established.

b) A Director who is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the Company shall declare the nature of his interest at the meeting of the Board at which the question of entering into the contract or arrangement is first taken into consideration, if his interest then exists, or in any other case at the first meeting of the Board after he becomes interested. A general notice to the Board given by a Director to the effect that he is member of a specified Company or firm and is to be regarded as interested in all transactions with such Company or firm shall be a sufficient declaration of interest under this Article, and after such general notice it shall not be necessary to give any special notice relating to any subsequent transaction with such Company or firm provided that either the notice is given at a meeting of the Board or the Director giving the same takes reasonable steps to ensure that it is brought up and read at the next Board meeting after it is given.

c) A Director shall not vote (nor be counted in the quorum) in respect of any contract or arrangement in which he

is interested, and if he shall do so his vote shall not be counted but the prohibition shall not apply to any arrangement for giving to any Director any security or indemnity in respect of money lent by him to or obligations undertaken by him for the benefit of the Company, nor to any arrangement for the giving by the Company of any security to third party in respect of a debt or obligation of the Company which the Director has himself guaranteed or secured, nor to any debentures of the Company, nor to any contract or arrangement with a corporation in which he is interested only by reason of being a director, officer, creditor or member of such corporation or of any shareholder of such corporation, and it may at any time be suspended or relaxed to any extent, and either generally or in respect of any particular contract, by the Company in General Meeting.

d) A Director, notwithstanding his interest, may be counted in the quorum present for the purpose of considering the appointment of himself or of any other Director to hold any such office or place of profit under the Company as aforesaid or of arranging the terms of any such appointment, and he may vote on any such appointment or the arrangement other than his own appointment or the terms thereof.

e) Any Director may act by himself or his firm in a professional capacity for the Company (otherwise than as Auditor), and he or his firm shall be entitled to remuneration for professional services as if he were not a Director.

107. A Director shall not require any share qualifications.

108. Without prejudice to the last preceding Article or otherwise hereinafter contained; the office of a Director shall be vacated in any of the events following, namely if:

- a) he resigns his office by writing under his hand left at the Office; or
- b) he be found lunatic or become of unsound mind or a receiving order is made against him or he compounds with his creditors; or
- c) without leave, he be absent, otherwise than on the business of the Company, from the meetings of the Board for six consecutive months, and the Board resolves that his office be vacated; or
- d) he be prohibited from being a Director by reason of any order made under relevant provisions of the Act; or
- e) without the consent of the remaining Directors he holds any office or place of profit under the Company other than that of the Managing Director, Manager or Trustee of any deed for securing debentures of the Company; or
- f) he be removed by either an extraordinary resolution, or an ordinary resolution of the Company, twenty-eight days' notice of intention to move such resolution having been given; or
- g) he be requested, in writing, by all the other Directors to resign.

109. The business of the Company shall be managed by the Board, which may exercise all such powers of the Company as are not by the Act or by these Articles required to be the provisions of these Articles required to be exercised by the Company in General Meeting, subject nevertheless to the provisions of these Articles and of the Act and to such regulations being not inconsistent with such provisions as may be prescribed by the Company in General Meeting, but no regulations made by the Company in General Meeting shall invalidate any prior act of the Board which would have been valid if such regulations had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Board by any other Article.

110. The Board may, from time to time and at any time, by power of attorney under the Company's Seal appoint any Company, firm or any fluctuating body of persons, whether directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those conferred upon the Board by this Article) and for such period and subject to such conditions as it be vested in the Board.

111. The Company may exercise powers with regard to having an Official Seal for use abroad and such powers shall be vested in the Board.

112. The Company may exercise powers with regard to keeping of a branch Register in any part of the world and the Board may (subject to the provisions of these sections) make and vary such regulations as it may think fit in respect of the keeping of any such Register.

## **BORROWING POWERS**

113. The Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and to issue debentures and other securities whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party: Provided that the aggregate amount for the time being remaining outstanding of moneys so borrowed or secured and of moneys borrowed or secured by any subsidiary of the Company (exclusive of moneys outstanding in respect of borrowings by the Company from any such subsidiary or by any subsidiary from another such subsidiary or from the

Company) shall not at any time without the previous sanction of an ordinary resolution of the Company exceed the aggregate of the nominal amount of the issued and paid up share capital and the amount of any share premium account for the time being of the Company, but no debt incurred or security given in respect of moneys borrowed or secured in excess of the limit hereby imposed shall be invalid or ineffectual except in the case of express notice at the time the debt was incurred or the security given that the limit hereby imposed had been or was thereby exceeded.

114. All cheques, promissory notes, bills of exchange and other negotiable and transferable instruments and all receipts for moneys paid to the Company shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.

## **MINUTES**

115. The Board shall cause minutes to be made in books provided for the purpose of:

- a) all appointments of officers made by the Board;
- b) the names of the Directors present at each Board or Committee meeting;
- c) all resolutions and proceedings at all meetings of the Company and of the Board and of the Committees.

## **MANAGING DIRECTOR**

116. The Board may from time to time appoint a Managing Director or Deputy Managing Director for such period and upon such terms as it thinks fit and subject to the provisions of any agreement entered into in any particular case, may revoke such appointment.

117. A Managing Director or Deputy Managing Director shall receive such remuneration as the Board may determine.

118. The Board may entrust to and confer upon a Managing Director or Deputy Managing Director any of the powers exercisable by it upon such terms and conditions and with such restrictions as it thinks fit, and either collaterally with or to the exclusion of its own powers, and may from time to time (subject to the terms of any agreement entered into in any particular case) revoke, withdraw, alter or vary all or any of such power.

## **SECRETARY**

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

120. A provision of the Act of these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting as Director and as, or in place of, the Secretary.

## **Matters Requiring Consent of IFC and DEG**

121. The Company shall not take the following decisions and actions without the prior written consent of both IFC and DEG.

- (i) amend or repeal the Articles of the Company in any way which may alter or change the rights, privileges or preferences of the IFC Shares or the DEG Shares; or change the designations, powers, rights, preferences or privileges, or the qualifications, limitations or restrictions of the IFC Shares or the DEG Shares; or change or alter the compensation related to the Technical and Management Services Agreement between the Company, TPSEA and STPS;
- (ii) (ii) create, authorize or issue any shares, Share Equivalents or other equity security;
- (iii) the voluntary dissolution or liquidation, or the merger, spin-off, consolidation or reorganization of the Company or any subsidiary or the buy-out of any of them by any Person;
- (iv) authorize or undertake any Trade Sale or Liquidation Event, or any public offering of shares or share equivalents of the Company;
- (v) authorize or undertake any reduction of capital;
- (vi) a proposed material change in the nature or scope of the business or operation of the Company; or
- (vii) a proposed change of the legal structure and/or the registered office of the Company.

## **Matters Requiring Approval of 75% of Members**

122. The following decisions and actions shall not be taken and/or implemented by the Company without approval of at least seventy five per cent (75%) of its Shareholders at a General Meeting.

- (i) enter into any agreement, arrangement or transaction with any Related Party of the Company or any Sponsor where payments are made to Related Parties in an amount in excess of one hundred thousand Dollars (\$100,000) per transaction or in an aggregate amount in excess of two hundred and fifty thousand Dollars (\$250,000) in any Financial Year;
- (ii) remove or replace the Auditors or change the Financial Year of the Company;
- (iii) acquire or invest in one or more corporations, partnerships, associations or other business organizations or similar Persons or enter into long-term lease agreements, for total consideration in excess of one million Dollars (\$1,000,000) each;
- (iv) the declaration and distribution of dividends by the Company other than as agreed by all the Members; and
- (v) directly or indirectly declare, authorize or make any Distribution on any shares or Share Equivalents otherwise than as specified in Article 141.

### **Pensions**

123. The Board may grant retiring pensions or annuities or other allowances, including allowances on death, to any person or to the widow or dependants of any person in respect of services rendered by him to the Company as Managing Director, Deputy Managing Director, or in any executive officer or employee of any subsidiary Company of the Company or of its holding Company (if any), notwithstanding that he may be or may have been a Director of the Company and may make payments towards insurances or trusts for such purposes in respect of any such person and may include rights in respect of such pensions, annuities and allowances in the terms of engagement of any such person.

### **THE SEAL**

124. The Board shall provide for the safe custody of the Seal, which shall not be affixed to any instrument except in the presence of at least two Directors or at least one Director and the Secretary and such Directors or Director and Secretary shall sign every instrument to which the Seal is so affixed in their presence. All forms of certificate for shares, stock or debentures or representing any other form of security (other than letters of allotment, scrip certificates and other like documents) shall be issued under the Seal and bear the autographic signatures of one or more Directors and the Secretary: Provided that the Directors may resolve that some method of mechanical signature which is controlled by the Auditors, Transfer Auditors or Bankers of the Company be adopted, in which case any such certificate may bear the mechanical instead of the autographic signature of a Director.

### **AUTHENTICATION OF DOCUMENTS**

125. Any Directors or the Secretary or any person appointed by the Board for the purpose shall have power to authenticate any documents affecting the Company (except the Memorandum and Articles of Association which must be authenticated by the Registrar of Companies) and any resolutions passed by the Board, and any book, records, documents and accounts relating to the business of the Company and to certify copies thereof or extracts therefrom as true copies or extracts and where any books, records, documents or accounts are elsewhere than at the Office, the local manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the Board as aforesaid.

### **NUMBER OF DIRECTORS**

126. The Company in General Meeting may from time to time increase or reduce the number of Directors but so that the minimum number of Directors shall be no less than four.

127. Without prejudice to the power of the Company in General Meeting in pursuance of any of the provisions of these Articles to appoint any person to be a Director, the Board shall have power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Board.

### **PROCEEDINGS OF BOARD**

128. The Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit. Questions arising at any meeting shall be determined by a majority of votes. A Director may and the Secretary on the requisition of a Director shall at any time summon a Board meeting.

129. The Board shall meet at least once every quarter of each Financial Year subject to an annual schedule and confirmation of the date of the next Board meeting at the previous Board meeting. Meetings of the Board shall be in Kigali, Rwanda or at such other place as may be reasonably determined by the Board.

130. The quorum necessary for the transaction of the business of the Board shall be a majority of the Directors.

131. In the absence of a valid quorum at a meeting of the Board, duly convened, the meeting shall be adjourned to the same time and place not earlier than ten (10) days but no later than twenty-one (21) days thereafter as the Chairman may determine. The quorum requirements as set out in Article 130 above shall also be applicable at such adjourned meeting of the Board.

132. Any Director shall be entitled to participate in a meeting of the Board in which he or she is not physically present, by telephone or video conference or similar electronic means and the Chairman of such meeting shall record such Director's observations in the minutes of such meeting.

133. If at any meeting the Chairman be not present within half an hour after the time appointed for holding the same the Directors present may choose one of their number to be Chairman of the meeting.

134. a) A meeting of the Board at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Board.

b) Provided that the requisite notices are served upon Directors and subject to the consent of a majority of such Directors, Directors can conduct their meetings and meetings so conducted shall be deemed to have the same status as meetings at which the Directors have physically convened.

c) Written notice of each meeting of the Board or a committee shall given to the Directors, any Observer, and their alternates, if any, at the address notified from time to time by the Directors, any Observer, and their alternates, at least fifteen (15) business days in advance of such meeting, unless waived by all Directors.

d) An agenda setting out in detail the items of business proposed to be transacted at a meeting of the Board or committee together with necessary information and supporting documents shall be circulated to each of the Directors, any Observer, and their respective alternates at least fifteen (15) business days prior to the date of the relevant meeting.

135. The Board may delegate any of its powers (other than the power conferred by this Article) to a committee or committees, whether consisting of a member or members of its body or not, as it thinks fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Board.

136. The meeting and proceedings of any committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Board so far as the same are applicable and are not superseded by any regulations imposed by the Board under the last preceding article.

137. Subject to Article 138 , a resolution in writing signed by all the Directors entitled to receive notice of a meeting of the Board or by all the members of a committee or by teleconferencing by phone either by all the Directors or by a number thereof constituting a quorum, shall be as valid and effectual as a resolution passed at a meeting of the Board or, as the case may be, of such committee duly called and constituted. Except for teleconferencing such resolution may be contained in one document or in several documents in like form each signed by one or more of such Directors or members of the committee concerned: Provided that a resolution is passed by telephonic means either by all the Directors or by a number thereof constituting a quorum, shall be valid and effectual as a resolution passed at a meeting of the Directors.

138. No resolution shall be deemed to have been duly passed by the Board or a committee by circulation or written consent, unless the resolution has been circulated in draft, together with the information required to make a fully-informed good faith decision with respect to such resolution and appropriate documents required to evidence passage of such resolution, if any, to all Directors (including any Observers) or to all members of the committee, and to all other Directors (including any Observers) or members at their usual address, and has been unanimously approved in writing by each of them as are entitled to vote on the resolution.

139. Every act done by any Board or committee or by any person acting as a Director of such committee, notwithstanding it be afterwards discovered that there was some defect in the appointment of such Board or committee or of any person acting as aforesaid or that they or any of them were disqualified or had vacated office, shall be as valid as if every such Board or committee or person had been duly appointed and was qualified and had continued in office down to the time of performance of such act.

140. The reasonable costs incurred by a non-employee Director or an Observer in attending a meeting of the Board or committee or a General Meeting shall be reimbursed by the Company.

## DIVIDENDS

The Shareholders agree to cause the Company to aim to declare a dividend which, at a minimum, will be a sixty per cent (60%) payout ratio (dividend as a percentage of distributable profit) subject to cash availability.

142. The Company in General Meeting may from time to time declare dividends to be paid out of the profits of the Company to the Members according to their rights and interests in the profits, but no dividend shall be declared in excess of the amount recommended by the Board.

143. All dividends shall be declared and paid according to the amounts paid up on the shares in respect whereof the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purposes of this Article as paid up on the share. All dividends shall be apportioned and paid pro rata according to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share be issued on terms providing that it shall rank for dividend as from a particular date such share shall rank for dividend accordingly.

144. The Board may from time to time pay to the Members such interim dividends as appears to the Board to be justified by the position of the Company; the Board may also pay the fixed dividend payable on any preference shares of the Company half-yearly or otherwise on fixed dates, whenever such position, in the opinion of the Board, justifies that course.

145. The Board may deduct from any dividend or bonus payable to any Member all sums of money (if any) presently payable by him to the Company on account of calls or otherwise.

146. No dividend shall bear interest against the Company. Any dividend, interest or other sum payable in cash to the holder of shares may be paid by cheque addressed to the holder at his registered address or, in the case of joint holders, addressed at his registered address to the holder whose names stands first on the Register in respect of the shares or by telegraphic transfer. Every such cheque or telegraphic transfer shall, unless the holder otherwise directs be made payable to the order of the holder whose name stands first on the Register in respect of such shares, and shall be sent at his or their risk. Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable in respect of the shares held by such joint holders.

147. Any general meeting declaring a dividend may, upon the recommendation of the Board, direct payment or satisfaction of such dividend wholly or in part by the distribution of specific assets, and in particular of paid-up shares or debentures of any other Company, and the Board shall give effect to such direction, and where any difficulty arises in regards to such distribution the Board may settle it as it thinks expedient, and in particular may fix the value for distribution of any such specific assets and may determine that cash payment shall be made to any Members upon the footing of the value so fixed in order to secure equality of distribution.

## RESERVES

148. The Board may before recommending any dividend set aside out of the profits of the Company such sums as it thinks proper as reserves which shall, at the discretion of the Board, be applicable for any purpose to which the profits of the Company may be properly applied and pending such application may, at the like discretion, either be employed in the business of the Company or invested in such investments (other than shares of the Company or its holding Company, if any) as the Board may from time to time think fit. The Board may also without placing the same to reserve carry forward any profits which it may think prudent not to divide.

149. The Board shall transfer premium account sums equal to the amount or value of any premiums at which shares of the Company may be issued, and the provisions of these articles relating to reserves shall be applicable to the sums at the time being standing to the credit of share premium account.

## **CAPITALISATION**

150. The Company in General Meeting may upon recommendation of the Board, at any time and from time to time, pass a resolution to the effect that it is desirable to capitalise any part of the amounts for the time being standing to the credit of any of the Company's reserves or to the credit or the profit and loss account of otherwise available for distribution and not required for the payment of the fixed dividends on any preference share of the Company and accordingly that such sum be set free for distribution among the Members or any class of Members who would be entitled to such profits if distributed by way of dividend and in the same proportions, on the footing that the same be not paid in cash but be applied either in or towards paying up the amounts for the time being unpaid on any shares in the Company held by such Members respectively or in payment up in full of un-issued shares, debentures or other obligations of the Company, to be allotted and distributed and credited as fully paid up among such Members or partly in one way and partly in the other, and the Board shall give effect to such resolution. Provided that a share premium account and a capital redemption reserve may, for the purposes of this Article, only be applied in the paying up of un-issued shares to be issued to Members of the Company as fully paid bonus shares.

151. Where any difficulty arises in regard to any distribution under the last preceding Article the Board may settle the same as it thinks expedient and in particular may issue fractional certificates or may ignore fractions altogether, and may determine that cash payments shall be made to any Members in order to adjust the rights of all parties, as may seem expedient to the Board. The Board may appoint any person to sign on behalf of the persons entitled to participate in the distribution of any contract requisite or convenient for giving effect thereto and such appointment shall be effective and binding upon the Members.

## **ACCOUNTS**

152. The Board shall cause true accounts to be kept of:

- a) the sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure take place; and
- b) all sales and purchases of goods by the Company; and
- c) the assets and liabilities of the Company.

153. The books of account shall be kept at the Office or at such other place or places as the Board may think fit and shall always be open to the inspection of the Directors. No Member (other than the Directors) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorised by the Board.

154. The Board shall from time to time cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, and reports as may be required by the Act.

155. A copy of every balance sheet and profit and loss account (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting and of the Directors' and Auditors' reports shall, not less than twenty one days before the date of the meeting, be sent to every Member and to every holder of debentures of the Company and copies of each of these documents shall at the same time be forwarded to all persons entitled to receive notices of General Meetings of the Company: Provided that this Article shall not require a copy of these documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any share or debentures. The Managing Director shall deposit the balance sheet, profit and loss account at the Kigali City court within one month after their approval by the general meeting for their publication in the official gazette of the Republic of Rwanda.

## **AUDIT**

156. Auditors shall be appointed and their duties regulated in accordance with the relevant provisions of the Act.

## **NOTICES**

157. Any notices or other document may be served by the Company on any Member either personally or by sending it through the post in a prepaid letter or by telex or tele-copier addressed to such Member at his registered address as appearing in the Company's Register. In the case of joint holders of a share, all notices shall be given to that one of the joint holders whose name stands first in the Register, and notice

so given shall be sufficient to all joint holders.

158. Any Member who is not registered in the Company's Register by an address within the Republic of Rwanda may, from time to time, give to the Company in writing an address within the Republic of Rwanda at which notices may be served upon him and shall be entitled to have notices served upon him at such address.

159. Any notice or other document, if served by post to an address within Rwanda, shall be deemed delivered upon the passage of seven business days from the date of posting. A letter posted to an address outside Rwanda shall be deemed delivered at the time such letter would be delivered in the ordinary course of post. Any notice or document served by telex or tele-copier shall be deemed to have been served at the time when transmitted by telex or tele-copier.

160. Any notice or other document delivered or sent by the post to or left at the registered address of any Member in pursuance of these presents shall, notwithstanding that such member be then dead or bankrupt, and whether or not the Company has notice of his death or bankruptcy, be deemed to have been duly served in respect of any share registered in the name of such Member as sole or joint holder unless his name shall at the time of the service of the notice or document, have been removed from the Company's Register or Branch Register as the holder of the share, and such service shall for all purposes be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share.

161. Save as hereinbefore provided, notice of every General Meeting shall be given to every Member of the Company.

#### **WINDING-UP**

162. With the sanction of an extraordinary resolution of Members, any part of the assets of the Company, including any shares in or securities of other companies, shall be divided among the Members of the Company in specie or may be vested in trustees for the benefit of such Members, and in 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.

#### **INDEMNITY**

163. Every Director, Managing Director, Manager, Officer and Auditor of the Company shall be indemnified out of the funds of the Company against all losses or liabilities incurred by him as such Director, Managing Director, Manager, Officer or Auditor in or about the execution of his duties and no Director or other officer shall be liable for any loss which may be incurred by the Company in execution or in which he is acquitted or in connection with any application in which relief is granted to him by the court.

#### **MISCELLANEOUS PROVISIONS**

164. For any matter not provided for by these Articles, the laws governing companies in the Republic of Rwanda shall apply.

165. If and whenever any difference shall arise between the Company and any of the Shareholders touching the construction of any of the articles herein contained or any act or anything made or done or omitted or in regard to the rights and liabilities arising hereunder, or arising out of the relation existing between the parties by reason of these presents or of the Act such difference shall forthwith be referred to a single arbitrator or panel of arbitrators (as would the parties decide) suggested by the National Center for Arbitration and Expertise (or any successor or appropriate appointing authority) and agreed upon by the Parties. in dispute The reference shall be conducted in accordance with the provisions of the laws of arbitration for the time being in force in the Republic of Rwanda. The decision taken by the Arbitrator or panel of arbitrators shall be final and binding on all the parties involved.

166. The members declare that the company's incorporation charges are 1,000,000 RWF (One Million Rwanda Francs).

Thus done in Nairobi , this 25<sup>th</sup> day of February 2008

#### **THE SUBSCRIBERS**

Name, of Subscriber	Signature of Subscriber
AKFED	
TPSEA Ltd	
DEG	
IFC	
(sé)	
(sé)	
(sé)	
(sé)	

**AUTHENTIC DEED NUMBER 008/08, VOLUME MM 103**

The year two thousand and eight, the 25<sup>th</sup> day of February, We, MURENZI Ephraim, chargé d'Affaires a.i., Embassy of Rwanda in Nairobi-Kenya, Rwanda Notary being and living in Nairobi, certify that the deed, the clauses of which are here before reproduced were presented to us by:

1. Aga Khan Fund for Economic Development SA (AKFED)
2. Tourism Promotion Services Eastern Africa Limited (TPSEA Ltd)
3. The Deutsche Investitions Und Entwicklungsgesellschaft MBH (DEG)
4. The International Finance Corporation (IFC)

Were present Shenin VERSI and Julius KAYONGA being in Nairobi as witnesses to the deed and fulfilling the legal requirements.

Having read to the shareholders and witnesses the content of the deed, the shareholders have declared before us and in the presence of the aforesaid witnesses that the deed, as it is written down, includes well their will.

In witness whereof, the hereby deed was signed by the shareholders and us, authenticated and imprinted of the seal of the Rwanda Embassy in Nairobi-Kenya.

**THE SHAREHOLDERS**

1. AKFED  
(sé)

2. TPSEA Ltd  
(sé)

3. DEG  
(sé)

4. IFC  
(sé)

**THE WITNESSES**

Shenin VERSI

Julius KAYONGA

(sé)

(sé)

The Notary  
**Ephraim MURENZI**  
(sé)

**Derived rights:**

The deed fees 320 Ksh, registered by us, Ephraim MURENZI, chargé d'AFFAIRES a.i., Rwanda Notary being and living in Nairobi, under number 008/08, Volume MM103, the price of which amounts to 41,270 Ksh derived under receipt N° 2588902 of February, 2008, and issued by the Embassy of Rwanda in Nairobi, Kenya.

The Notary  
**Ephraim MURENZI**  
(sé)

**The drawing up fees:**

For authentic drawing up the price of which amounts to Forty One Thousand Two Hundred and Seventy Kenyan Shillings derived from an authentic drawing up under the same receipt.

**Nairobi, the 25<sup>th</sup> of February 2008**

**AS 43076**

Reçu en dépôt au Greffe du Tribunal de Grande Instance de Nyarugenge le 11/03/2008 et inscrit au registre ad hoc des actes de société sous le n° RCA 505/KGL le dépôt de : Statut de la Société Tourism Promotion Services (Rwanda) Limited.

Droits perçus :

- Droit de dépôt : 5000 Frw
- Amende pour dépôt tardif :-.Frw
- Droit proportionnel (1,20% du capital)-Frw suivant quittance n° 3041079 du 11/03/2008.

**LE GREFFIER DU TRIBUNAL DE GRANDE  
INSTANCE DE NYARUGENGE  
MUNYENTWALI Charles**  
(sé)

TARIF DES ABONNEMENTS ET DES INSERTIONS	IBICIRO BY'IGAZETI YA LETA N'INYANDIKO ZIYITANGARIZWAMO
Référence faite à l'arrêté présidentiel n° 19/01 du 01/10/2001 portant révision de l'arrêté Présidentiel n° 02/01 du 02/02/1996 portant fixation du tarif des abonnements et d'insertions au Journal Officiel de la République Rwandaise, le tarif est modifié comme suit à partir du 1 <sup>er</sup> janvier 2002 :	Hakurikije Iteka rya Perezida n° 19/01 ryo ku wa 01/10/2001 rivugurura iteka rya Perezida n° 02/01 ryo ku wa 02/02/1996 rishyiraho ikiguzi cy'Igazeti ya Leta ya Repubulika y'u Rwanda n'inyandiko zitangarizwamo, ibiciro byahinduwe ku buryo bukurikira kuva ku wa 1 Mutarama 2002:
<b>A. Abonnement annuel</b>	<b>A. Ikiguzi cy'umwaka wose</b>
- Rwanda 21.000 Frs	- Mu Rwanda 21.000 Frs
- Pays limitrophes 25.200 Frs	- Mu bihugu bidukikije 25.200 Frs
- Autres Pays d'Afrique 25.500 Frs - Europe 27.000 Frs	- Mu bindi bihugu by'Afurika 25.500 Frs - Mu Burayi 27.000 Frs
- Amérique et Asie 28.500 Frs	- Muri Amerika na Aziya 28.500 Frs - Muri Oseyaniya 30.000 Frs
- Océanie 30.000 Frs	
<b>B. Prix de détail au numéro</b>	<b>B. Ikiguzi cya buri numero</b>
- Rwanda 700 Frs	- Mu Rwanda 700 Frs
- Pays limitrophes 840 Frs	- Mu bihugu bidukikije 840 Frs
- Autres Pays d'Afrique 850 Frs - Europe 900 Frs	- Mu bindi bihugu by'Afurika 850 Frs - Mu Burayi 900 Frs
- Amérique et Asie 950 Frs	- Muri Amerika na Aziya 950 Frs - Muri Oseyaniya 1000 Frs
- Océanie 1.000 Frs	
<b>C. Prix des insertions</b>	<b>C. Ikiguzi cy'inyandiko ziytangarizwamo</b>
525 Frw pour chaque ligne de texte dactylographié ou écrit à l'ordinateur.	Amafaranga 525 kuri buri murongo wandikishije imashini cyangwa orudinateri.
Le Journal Officiel de la République Rwandaise paraît le premier et le quinzième jour de chaque mois. Les sommes dues pour les abonnements, les numéros séparés ou pour les insertions sont à verser à l'Office Rwandais des Recettes-Recettes non Fiscales, en indiquant le motif du versement.	Igazeti ya Leta ya Repubulika y'u Rwanda iboneka ku munsi wa mbere no ku wa cumi n'itanu wa buri kwezi. Amafaranga agenewe igazeti, buri numero ukwayo cyangwa inzandiko ziyana nayo ashirwa mu Kigo cy'Imisoro n'Amahoro bakerekana icyo atangiwe.
Les abonnements sont annuels et prennent cours le premier janvier.	Igazeti ni iya buri mwaka kandi itangira ku ya mbere y'ukwezi kwa Mutarama.
	Abasaba kugura Igazeti ya Leta mu gihe cy'umwaka,

Les demandes d'abonnement ou de renouvellement d'abonnement doivent être adressées au Secrétariat Général du Gouvernement, Services du Premier Ministre B.P. 1334 à Kigali, au plus tard le 31 décembre de l'année précédent celle à laquelle l'abonnement se rapporte.

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