

THE COMPANIES ACT
(Chapter 486 of the Laws of Kenya)

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

Memorandum

AND

Articles of Association

(As Amended on the 19th day of July 2006)

OF

LIMURU COUNTRY CLUB

Incorporated the 24th day of September, 1945.

OLMARA SECRETARIES & REGISTRARS
P.O. BOX 42502 - 00100
NAIROBI

**COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL**

**MEMORANDUM OF ASSOCIATION
OF
LIMURU COUNTRY CLUB**

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|-------------------|---|
| Name | 1. The name of the Company is “LIMURU COUNTRY CLUB” |
| Registered Office | 2. The registered office of the Company will be situated in the Republic of Kenya |
| Objects | 3. The objects for which the company is established are: (a) To encourage social intercourse between the members of the Company and to promote athletic and other sports and pastimes of all kinds. (b) To establish, maintain and conduct a club for the accommodation of the members of the Company and their friends, and generally to afford to them all the usual privileges, advantages, conveniences and accommodation of a club. (c) To establish, maintain and conduct a Club or clubs for athletic and other sports and pastimes of all kinds, and to acquire by purchase, lease or otherwise such lands and premises as may be necessary therefore and to lay out, prepare and maintain any lands for the time being of the Company as grounds for athletic and other sports and pastimes, and for the running of horse and pony races, greyhound races and coursing, steeplechases or races of any other kind; and to build and construct club-houses, dormitories, pavilions, dwelling houses and bungalows, workshops, sheds, tennis and squash racquet courts, grand or other stands, stabling, kennels, paddocks, refreshment rooms and other erections, buildings and conveniences, whether of a permanent or temporary nature which may seem directly or |

indirectly conducive to the company's objects, and to conduct, hold and promote race meetings, gymkhanas, athletic sports, polo, golf, tennis and other matches, agricultural, horse, dog, flower and other shows and exhibitions; to give and contribute towards prizes, cups, stakes and other awards; to acquire, maintain, board, train, sell and deal in horses, ponies, greyhounds and other animals; and to give and provide for instruction in all kinds of sports and games.

- (d) To acquire by purchase, lease or otherwise any lands, buildings, tenements or hereditaments situated contiguous or near to the club-house or premises of the Company, and such as may be deemed by the Company likely to advance or benefit either directly or indirectly the interest of the Company.
- (e) To manage, improve, farm, cultivate and maintain all or any part of the lands, buildings, tenements and hereditaments of the Company, and to demise, underlet, exchange, sell or otherwise deal with and dispose of the same, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any company purchasing the same.
- (f) To purchase, hire, make or provide and maintain and to sell or otherwise dispose of all kinds of horses and livestock, motor cars, furniture, plate, linen, glass, books, papers, periodicals, stationery, billiards tables, cards, games, tools, implements, machines, utensils and other things required or which may be conveniently used in connection with the grounds, club-house and other premises of the Company by persons frequenting the same (whether members of the Company or not), and to buy, prepare, make, supply, sell and deal in all kinds of apparatus used in connection with athletic and other sports and pastimes, and all kinds of liquors, provisions and refreshments required by or used by the members of the Company or other persons frequenting the grounds, club-house or premises of the Company.
- (g) To hire and employ all classes of person considered necessary for the purposes of the Company and to pay to them and to other persons in return for services rendered to the Company salaries, wages, gratuities and pensions.
- (h) To establish, promote or assist in establishing or promoting, and to subscribe to, become a member of, or arrange for reciprocal privileges with any other associations or clubs whose objects are

similar to the objects of the Company, or the establishment or promotion of which may be beneficial to the Company PROVIDED that no subscription be paid to any such other association or club out of the funds of the company except bona fide in furtherance of the objects of the Company.

- (i) To support and subscribe to any charitable or public body or fund and any institution, society or club, whether for the benefit of the Company or its employees or otherwise; to give pensions, gratuities, Christmas boxes or charitable aid to any person who may have served or otherwise benefited the company, or to the wife, widow, children or other relatives of such persons; to make payments towards insurance; add to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company.
- (j) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined.
- (k) To borrow or raise and give security for money by the issue of or upon bonds, debenture stock, bills of exchange, promissory notes or other obligations or securities of the Company, or by mortgage or charge upon all or any part of the property of the Company.
- (l) To act as trustee for the members of the Company and as trustee to receive and hold money in trust for them and therewith to purchase, hold in trust for and supply to the members of the Company intoxicating liquors, tobacco and other things.
- (m) To do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them.

Allocation of Income

- 4. The income and property of the Company whenceoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association, and no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise howsoever by way of profit, to the members of the Company: provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Company, or to any member of the company in return for services actually rendered to the Company, nor prevent the payment of interest at a rate not exceeding current bank rate on

money lent, or reasonable and proper rent for premises let by any member to the Company, but so that no Director shall be appointed to any salaried office of the Company, or any office of the Company paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Company to any Director except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable or proper rent for premises demised or let to the Company.

Dispensation of word
"limited" from name

5. The fourth paragraph of this Memorandum is a condition on which a licence is granted to the Company in pursuance of Section 21 of the Companies Act.

Liability

6. The liability of the members is limited.

Contribution

7. Every member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a member, or within one year afterwards, for payment of the debts and liabilities of the company contracted before he ceases to be a member, and the costs, charges and expenses of winding up, for the adjustment of the rights of the contributories among themselves, such amount as may be required not exceeding Shillings One Hundred (Shs. 100/=).

Accounts

8. True accounts shall be kept of the sums of money received and expended by the Company, and the matters in respect of which receipts and expenditure take place, and of the property, credits and liabilities of the Company; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Company for the time being, shall be open to the inspection of the members. Once at least in every year the accounts of the Company shall be examined, and the correctness of the balance sheet ascertained by one or more properly qualified auditor or auditors.

WE, the several persons whose names, addresses and descriptions are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association.

| Names | Addresses and Descriptions of Shareholders |
|------------------|--|
| Ernest Hutchison | Limuru, Farmer |
| W.K. Horne | Limuru, Barrister at Law |
| H.F. Birchall | Limuru, Civil Engineer |
| R.S. Wollen | Limuru, Farmer |
| A.D. Impey | Limuru, Farmer |
| C.E.V. Buxton | Limuru, Farmers |
| W.J. Suffield | Box 181, Nairobi, Chartered Secretary |

Dated the 24th Day of September 1945.

WITNESS to the above signatures: H. J. Thompson
Solicitors' Assistant
Nairobi.

THE COMPANIES ACT 1948

COMPANY LIMITED BY GUARANTEE AND NOT
HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

LIMURU COUNTRY CLUB

(Adopted pursuant to a resolution passed on the 19th day of July 2006)

PRELIMINARY

- | | |
|-------------------|--|
| Number of Members | 1. For the purposes of registration the number of members of the Company is declared to be unlimited. |
| Interpretation | 2. Unless expressly or impliedly excluded or varied by these Articles, the Articles contained in Table C of the Companies Act shall apply to this Company as if the same had been incorporated herein and the terms used in these Articles shall bear the same meanings as they have in the said Table C of the Act and where the context so admits the male gender shall include the feminine gender. |
| Objects | 3. The Company is established for the purposes expressed in the Memorandum of Association. |

MEMBERSHIP

- | | |
|---------------|---|
| Members | 4. Any person on attaining the age of eighteen (18) years and any body corporate shall (subject as hereinafter provided) be qualified as a candidate for election as a member of the Company. |
| First Members | 5. The first or founding members of the Company shall be: - (a) The signatories to the Memorandum of Association and these Articles; and (b) All other persons who prior to the incorporation of the Company shall have been invited and signified their willingness to become members of the Company |

Application for Membership

6. Subject to the provisions hereinafter contained and specifically to Article 61(a) every candidate for membership of the Company (other than those specified in Article 5 hereof) shall be proposed by one and seconded by another Joint or Single full Members of the Company to both of whom the candidate shall be personally known. Every such application for membership shall be made in writing, signed by the candidate and by his or her proposer and seconder and shall be in such form as may be determined from time to time by the Directors.

Classes of Membership

7. Membership shall consist of the following classes, namely: -
 - (a) Joint Full Members
 - (b) Single Full Membership
 - (c) Joint Country Members
 - (d) Single Country Members
 - (e) Joint Social Members
 - (f) Single Social Members
 - (g) Life Member
 - (h) Honorary Life Members
 - (i) Temporary Members
 - (j) Honorary Members
 - (k) Junior Members
 - (l) Absentee Members
 - (m) Corporate Members
 - (n) Such other classes as may be created from time to time by the Directors pursuant to Article 55 hereof.

Joint Full Members

8. Joint Full Membership is restricted to a husband or a wife and the nominated spouse who have paid the prescribed entrance and subscription fees and shall include those persons who were Lady Members married to a Full Male Member at the date of adoption of these Articles. Joint Members are to be treated as individual Members in their own respective rights including the right of each to vote.

Single Full Membership

9. Single Full Membership is restricted to persons who are not married and have paid the prescribed entrance and subscription fees and shall include those persons who, at the date of the adoption of these Articles were Single Lady Members, Lady Life members, or widows of the Deceased Full Male Members of the Company.

Joint Country members

10. Joint Country Membership is restricted to a husband or a wife and the nominated spouse who have no residence or place of

business within a radius of seventy (70) kilometres of the Club who have paid the appropriate entrance and subscription fees and shall include those persons who at the date of adoption of these Articles were Country Members and their wives. Joint Country Members are to be treated as individual Country members in their own respective rights including the right of each to vote.

- Single Country Member 11. Single Country Membership is restricted to persons who are not married and have no residence or place of business within a radius of seventy (70) kilometres of the Club and have paid the appropriate entrance and subscription fees and shall include those persons who at the date of adoption of these Articles were Country Male Members or Lady Country Members (whether married or single).
- Joint Social Member 12. Joint Social Membership is restricted to a husband or a wife and the nominated spouse who have paid the prescribed entrance and subscription fees and who wish to use the Club House in the same manner as Joint Full Members but shall not be entitled to use the Club Grounds for the purpose of playing golf, tennis, cricket and any games other than those games played within the Club House PROVIDED ALWAYS that they shall be entitled to use the Club grounds upon payment of such green or other fees as may be prescribed by the Company.
- Single Social Member 13. Single Social Membership is restricted to persons who are not married and who have paid the prescribed entrance and subscription fees and who wish to use the Club House in the same manner as Single Full Members but shall not be entitled to use the Club Grounds for the purpose of playing golf, tennis, cricket and any games other than those games played within the Club House PROVIDED ALWAYS that they shall be entitled to use the Club grounds upon payment of such green or other fees as may be prescribed by the Company.
- Life Member 14. A Life Member is a Member who has been a Member continuously for a period of twenty-five (25) years and has attained the age of sixty-five (65) years and who has been elected by a simple majority of those present and voting in a General Meeting. On election, he shall pay one year's annual subscription at the rate applicable at the time of his election as above and shall thereafter pay no further subscription and shall not be liable to any levies payable by a Joint or Single full Member from time to time. He and his nominated spouse shall enjoy all the privileges of a Joint or Single full Member for life

unless he is expelled or resigns from the Company.

Honorary Life
Member

15. Honorary Life Membership is restricted to persons who have applied for Membership under this category and have paid such entrance fee as shall be payable from time to time. A Honorary Life Member shall pay no further subscription or levies payable and shall enjoy all privileges of Joint or Single full Member for life unless he is expelled or resigns from the Company.

Temporary Member

16. A Temporary Member is a Member who shall be entitled at the discretion of the Directors, to enjoy the privileges of the Company (including that of introducing Guests) for any period not exceeding two (2) years on payment of relevant games supplement but without payment of entrance fee. The Temporary Member shall not pay any levies payable by members from time to time. No Kenyan citizen shall be entitled to Temporary Membership.

(a) A Temporary Member shall not be entitled to be elected for any office in the Company nor to vote at any General Meeting neither to claim any share of the property of the Company upon its dissolution.

(b) The Directors shall at all times reserve the right to terminate without reason or notice any Temporary Membership prior to the expiry date when a pro rata refund of the subscription paid will be made.

Honorary
Member

17. The Directors may invite any persons who, in their opinion, are distinguished visitors to or residents in the Republic of Kenya to be Honorary Members of the Club for such period as they think expedient without payment of entrance fee or subscription. The Directors shall have power to terminate such Membership without reason.

Junior Member

18. a) Junior Membership shall be available to persons who have attained the age of eighteen (18) years but who have not attained the age of twenty-five (25) years and are dependent for livelihood on a Joint or Single full Members and as such shall be entitled to all benefits and privileges of Membership except that a Junior Member shall not be entitled to be an Officer or a Director of the Company nor shall have any right to vote or participate in the affairs of the Company or claim any share of the property of the Company upon its dissolution. Provided that a child of a joint or Single full Member shall be entitled to use the

facilities of the Club until he attains the age of eighteen when he shall become a Junior Member (but without ballot).

- b) A Junior Member shall upon ceasing to be a dependent or upon attaining the age of twenty-five (25) years as provided herein whichever event shall occur first become entitled to Joint or Single Membership upon application without payment of other entrance fees but shall be subject to such rules as may be formulated under these Articles and the By-Laws from time to time provided that Junior Membership shall cease automatically upon the person attaining the age of twenty five (25) years.

Absentee Member 19. A full Member or Country Member who is absent from the Republic of Kenya for any full year shall not be liable for any subscription in respect of the Company's financial year, provided that every member shall be liable for the full subscription unless he gives the General Manager notice in writing before the beginning of such year of his intention to be so absent.

Corporate Member 20. a) Corporate Membership is restricted to the following bodies corporate namely: -
I. Companies or Businesses registered either under the Companies Act Cap.486 or Business Names Act Cap.490:
II. Diplomatic missions Accredited to the Republic of Kenya;
III. Registered Non-governmental Organizations:
IV. Registered Educational Institutions
V. Statutory Institutions

- b) A corporate member (excluding educational institutions) under Article 20(a) (i), (ii) and (iii) shall be entitled to nominate a minimum of three of its employees in writing and a maximum as may be determined by the Board of Directors to enjoy all the privileges of a full member.
- c) A Corporate Member under Article 20(a) (iv) and (v) shall be entitled to nominate a minimum of three of its members of staff and a maximum as may be determined by the Board of Directors in writing who shall enjoy all the privileges of a Full Member. Under (iv) It shall also be entitled to nominate such number of its students as the Board may approve from time to time who shall be designated as student members. Every student member

shall pay such entrance fees, subscriptions and levies as shall be prescribed by the Company. Upon attaining the age of (18) years a student member shall pay such entrance fees, subscriptions and levies as shall be prescribed by the company.

(d) A Corporate Member shall have no voting rights or the right to seek office in the Company or claim any share of the property of the Company upon dissolution.

Entrance fees and annual subscriptions

21. The entrance fees annual subscriptions and any other dues payable by Members by way of levies or otherwise and the mode of payment thereof shall be determined by the directors from time to time pursuant to Article 55 hereof.

Change of Category of Membership

22. (a) Any Member (other than a Corporate Member) may apply to the Company for change of Class of Membership without further ballot but shall be liable to pay the prescribed fees for change of Class of Membership, subscription and games supplement.

(b) Upon dissolution of marriage, a Joint Full Country or Social Member shall notify the Company in writing and the two spouses shall thereafter be deemed to have become Single Full Country or Social Members as the case may be each in his or her own right and shall each be responsible for payment of the prescribed subscription fees.

(c) Upon the death of the spouse of a Joint Full Country or Social Member, the surviving spouse shall apply to become a Single Full Country or Social member as the case may be, without further ballot or payment of any entrance fees.

Election of Candidates

23. Every candidate for election to one of the Classes of Membership hereinbefore set out (except Spouse Members and the children of Joint or Single full Member under the age of eighteen (18) years) shall be elected by Ballot in accordance with such procedures as may from time to time be determined by the Directors pursuant to Article 55 hereof.

A candidate proposed for election as a member and who has not been so elected shall not be proposed again or introduced as a Temporary, or Honorary Member or guest for a period of twelve (12) calendar months.

Any member (save for Corporate members) may change his class of membership without further ballot but shall be liable to pay the appropriate entrance fee, subscription and games supplement, except those Lady Members who at the date of adoption of these Articles shall automatically become Full Members of the Company without payment of any further monies for entrance fees and subscription for that particular year.

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| Confidential Communication Relating to Candidate | 24. | Any member of the Company may write to the Secretary if he has reason to believe that any candidate is ineligible or unsuitable for Membership. Such letter shall be treated as confidential and shall only be shown to the Membership and Disciplinary Committee and the Directors. |
| Privileges of Candidates | 25. | Every candidate for Membership of the Company whose name has been posted in the Clubhouse may, pending the result of the election, enjoy privileges of the Club but may not vote on any subject and his proposer and seconder shall be jointly and severally responsible for any liability incurred by him. |
| Payment of Entrance fees & Subscription | 26. | When a candidate has been elected, the General Manager of the Company shall forthwith send to him, at the address given on his application form, a request for payment of his entrance fee, if any, and subscription. Upon payment of such entrance fee, subscription/games supplement an elected candidate shall become a member of the Company, provided however that if such payment is not made within one month of its due date, the Directors may in their discretion withdraw the election. |
| Rights of Members | 27. | Subject to the express provisions of these Articles and to the Memorandum of Association, and to any By -Laws for the time being in force all members of the Company shall be entitled at all times to use in common all the premises and property of the Company, and to be supplied at such charges as the Directors shall from time to time determine, with such accommodation, meals, refreshments and things as are provided by the Company for the use of its Members |
| Right to Be a Director | 28. | a) Only Joint or single full members as defined in Article 8 and 9 respectively herein may be elected as Directors of the Company. |
| Voting Rights | | b) All Joint or Single Full, Country and Social Members shall be entitled to nominate candidates as Directors of Officers |

or Officers of the Company and shall be entitled to vote at any General Meeting of the Company.

Rights on dissolution

- c) On dissolution of the Company Members who qualify shall be entitled to share in the assets of the Company in proportion to the entrance fee then applicable to them.
- d) In all other respects every Member shall be entitled (subject to these Articles and to any By -Laws for the time being in force) to all the rights and privileges and be subject to all the duties of Membership of the Company.

Resignation of Membership

- 29. Any Member wishing to resign his Membership of the company (which resignation shall also affect a Spouse Member nominated under Article 12 hereof) shall give notice in writing, addressed to the Secretary and deposited at the registered office of the Company before the last day of any quarter, otherwise he shall be liable to pay the subscription for the next quarter. A Member who has resigned from the Company voluntarily may, at the discretion of the Directors, be re-admitted without payment of entrance fee (or of such portion of entrance fee as has previously been paid).

Forfeiture of Membership for non-payment of dues

- 30. Any Member whose Entrance Fee, Subscription/Games Supplement or any part thereof is unpaid for a period of three (3) months from its due date shall cease ipso facto to be a member of the Company, and his name shall be struck off the list of members and he shall forfeit all rights in and claims upon the Company and its property. It shall however, be within the discretion of the Directors, upon the written application of such Member and on payment of all outstanding to consider the case and to restore his name to the list of members in which case he shall not be called upon to pay a second entrance fee.
- 31. Any Member who shall be in arrears with any payment in respect of Entrance Fees, Subscriptions, Games Supplements or other payment due to the Company shall pay an administrative charge as will be determined by the Directors from time to time on the amount owing for every month or period thereof for which the payment shall remain outstanding after its due date.
- 32. If the Directors are satisfied that any Member of the Company has failed after due notice to pay an account incurred by such Member to any Club with which the Company is on terms of reciprocity and of which he is not a Member, such Member may be written to under registered cover to settle the account, if within

twenty-one (21) days of the receipt of the certificate of delivery such Member fails to produce proof' to the Directors that the account has been paid the Directors may at their discretion treat such Member as having made default under Article 30 and the provisions of that Article shall apply.

To whom accounts
Shall be paid.

33. All moneys shall be paid at the registered office of the Company or such other place or places as may be authorised by notice by the Directors.

Expulsion of
Members

34. If any Member shall wilfully refuse or neglect to comply with the provisions of the Memorandum and Articles of Association or By -Laws of the Company or shall be guilty of or accessory to any conduct either in or out of the Club, which in the opinion of the Directors is or might be injurious to the character or interests of the Company as the case may be, the Directors shall refer the matter to the Membership and Disciplinary Committee for investigation and recommendation which recommendation must be made within reasonable time on whether, inter alia, to reprimand or expel such member, invite him to resign and/or prohibit him from making use of the Club until a specified date or the happening of a specified event provided that before any resolution detrimental to such Member is passed by the Board of Directors, the Member concerned shall first have been given a reasonable opportunity by the Membership and Disciplinary Committee of making to it orally or in writing an explanation or defence. In the event of the Directors passing any resolution under this Article, which is in any way detrimental to the Member concerned, he may appeal to a General Meeting (notice of appeal to be given to the Honorary Secretary within two (2) calendar months); and if such appeal is made the resolution of the Directors shall, failing confirmation by a two-thirds majority of the Members present and voting at such General Meeting, be annulled as from the date of such General Meeting (but without prejudice to any action hereunder), meanwhile the opinion of the Directors as to whether or not any particular conduct is or might be injurious to the character or interests of the Company shall be subject to review by such General Meeting on appeal being made as aforesaid, but shall otherwise be final and binding on all the parties concerned.

Avoidance of
Membership By
Bankruptcy

35. If any Member shall be adjudged as bankrupt or shall make any composition or arrangement with his creditors, under the provisions of any statute or being engaged in any profession, shall on account of misconduct be prohibited by the governing body of such profession from continuing to practice under their

regulations or shall be imprisoned, he shall ipso facto cease to be a Member of the Company and shall forfeit all right in and claim upon the Company and its property; but upon application being made to the Directors stating the cause of such adjudication in bankruptcy, making of any composition or arrangement or prohibition or imprisonment as aforesaid, as the case may be, and upon consideration and recommendation by the Membership and Disciplinary Committee, such Member may be re-admitted and restored to his former rights by the Directors.

VOTING

Votes of Members

36. Every Joint or Single Full Member should have one vote and no more on any issue put to the Company. The Directors may in their discretion disqualify from voting any Member in arrears with any payment due to the Company.

Poll of Voters

37. On a poll, votes may be given either personally or by proxy. A proxy shall be appointed in writing under the hand of the appointer. No person shall act as a proxy unless he is already qualified to vote in his own right and may not hold more than one proxy at any one time. The Instrument appointing him shall be addressed to the Secretary and deposited at the registered office of the Company not less than forty-eight (48) hours before the time of holding the meeting at which he proposes to vote. Prior to the proposed meeting the Secretary shall verify the validity of the Instrument appointing a proxy and enter the same in the Proxy Register. In case of an equality of votes the Chairman of the meeting shall have a second or a casting vote.

Form of Proxy

38. An instrument appointing a proxy shall be in the following form or as near thereto as circumstances will allow: -

“To: The Secretary

Limuru Country Club

I.....of.....being a Member of Limuru Country Club qualified to vote hereby appoint.....of.....to be my proxy in my absence to vote in my name upon any matters dealt with at the General Meeting of the members of the Club to be held on the.....day of.....200.....and at any adjournment thereof.

Witness my hand this.....day of.....200.....

Signed

DIRECTORS AND OFFICERS

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| Directors of the Company | 39. | The Board of Directors shall consist of not less than seven and not more than nine Directors elected pursuant to Articles 28(a) and 44 hereof. The Captain of Golf shall be the tenth Director during his term of office as Captain of Golf. |
| Officers | 40. | The Officers of the Company shall be such officers as may be decided upon at any General Meeting all of whom shall be Joint or Single Full Members of the Company. For the time being the officers of the Company shall include the Golf Captain, Golf Vice-Captain, Lady Golf Captain, Lady Golf Vice-Captain, Tennis Captain, Tennis Vice-Captain, Bowls Captain, Squash Captain, Cricket Captain and Cricket Secretary. |
| Directors & Officers to act in an Honorary Capacity | 41. | No Director or Officer of the Company shall receive any remuneration for his services. |
| General Manager and Employees | 42. | The Directors shall have the power to appoint a General Manager who shall be the Chief Executive Officer of the Company and also to engage the services of such other employees as will be necessary to run the affairs of the Company. Where a Member is appointed an employee of the Company his Membership shall be suspended for the duration of his employment provided however that the Directors may permit use of the Club facilities by the employee in such manner as they may determine from time to time which permission may be withdrawn without notice or explanation. |
| First Directors | 43. | The first Directors of the Company shall be Messrs. E. Hutchison, W.K. Horne, H.F. BirchaL R.S. Wollen, A.D. Impey, C.E.V. Buxton and W.J. Suffield and continue as such till the first Annual General Meeting of the Company. |
| Retirement & re-election of Directors | 44. | At the first and any subsequent General Meeting of the Company one third of the Directors shall retire from office, but shall be eligible for re-election. The Directors to retire in each year shall be those who have been longest in office since their last election; but as between persons who became Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. |

Election & term of office of the Directors

45. The election of the Directors of the Company shall take place in the following manner:
- (a) At any General Meeting of the Company any two Joint or Single Full Members shall be at liberty to nominate any qualifying Member as defined in these Articles as a candidate for election for the office of a Director of the Company provided that such Member shall have indicated his consent in writing at least fourteen (14) days prior to the date of the Meeting and supplied such of his particulars as may be prescribed under the Bye-Laws to serve as a Director of the Company as the case maybe.
 - (b) Balloting lists shall be prepared (if necessary) containing the names of the candidates only, in alphabetical order, and each Joint or Single full Member present at such General Meeting shall be entitled to vote for any number of such candidates not exceeding the number of vacancies.
 - (c) In case there shall not be sufficient number of candidates nominated, the directors shall arrange for the remaining vacancy or vacancies to be filled until the next Annual General Meeting.
 - (d) If two or more candidates obtain an equal number of votes another ballot shall be taken in respect of such candidates. If they again obtain an equal number of votes the Chairman of the Meeting shall decide the Ballot by exercising his casting vote.

Office of the Patron

46. The Directors shall appoint from amongst the Joint or Single full Members of the Company Patron of the Club whose appointment shall be confirmed at the next immediate General Meeting of the Company provided that in the event of the Directors failing to appoint a Patron or a nominee being rejected by the General Meeting then the General Meeting will elect a Patron from amongst Joint or Single full Members of the Company subject to the provisions of Article 47 hereof.

Qualifications and Term of Office of the Patron

47. (a) The Patron shall be a person who has been a Joint or Single full Member of the Company continuously for a minimum period of Ten (10) years and shall have held an elected office in the Company.
- (b) The Patron shall hold office for a term of three (3) years

from the date of appointment by the Board or election at a General Meeting unless he either resigns or is forced to vacate the office in accordance with these Articles provided that a Patron shall not hold office for more than three (3) consecutive terms.

- (c) On vacating office the Patron shall not for a period of two (2) years seek any elective post in the Company and in particular he shall not offer himself for election as Chairman, the Vice Chairman, Director or Officer of the Company.

48. The rights and duties of the Patron will be:

Rights and Duties of the Patron

- a) To attend Board Meetings and offer advice as he may deem appropriate , but shall not be entitled to vote at such meetings on any matter whatsoever,
- b) To conduct and chair the elections of the Directors of the Company as provided in Articles 70 hereof and the Vice chairman;

49. a) Any Director or officer of the Company who may for any reason be unable to attend meetings or otherwise fulfil his duties shall appoint his Alternate (who must be qualified to hold such an office) to act in his absence provided that the said Alternate) shall only hold Office or be a Director for a maximum period of three (3) months.

Casual Vacancies

- b) In the event that a Director shall for any reasons be unable to attend Meetings or otherwise fulfil his duties for a period exceeding three (3) months then an Alternate chosen by the Board shall fill this position. Such Alternate shall hold office until the absent Director resumes his duties or until the next annual General Meeting of the Company whichever shall first occur, when such Alternate shall be eligible for election in his own right

- c) In the event that an Officer shall for any reason be unable to attend Meetings or otherwise fulfil his duties for a period exceeding three (3) months then an Alternate chosen by the Committee of the section concerned shall fill the position. Such Alternate shall hold the office until the absent Officer resumes his duties or until the next annual General Meeting of the Section concerned whichever shall first occur when such Alternate shall be eligible for election

in his own right.

- d) In the event that the position of Chairman shall become vacant for any reason the Vice Chairman elected by the Directors under Article 53 of these Articles shall act as Chairman until the next Annual General Meeting.
- e) In the event that the Treasurer or Secretary shall for any reason be unable to attend meetings or resigns or for other reason fulfil his duties for a period exceeding (3) months then his position shall be filled by an Alternate chosen by the Board.

Removal of Directors

- 50. Every Director shall remain in office until removed under the provisions of Section 185 of the Act or by Special Resolution of the Company in General Meeting or until his office is vacated under Article 88 of Table A of the Act.

PROCEEDINGS OF DIRECTORS

Accounts e.t.c

- 51. The Directors of the Company shall in every year cause:
 - (a) a budget to be prepared setting out the income and expenditure of the Company for the next twelve (12) months which budget shall be circulated to the Members not later than 31st March in every year.
 - (b) accounts to be kept: -
 - I. of the sums of money received and expended by the Company and the matters in respect of which such receipts and expenditure take place; and
 - II. of the assets and liabilities of the Company.

The books of accounts shall be kept at the registered office of the Company or at such other place or places as the Directors think and shall always be open to the inspection of the Directors. The Directors shall from time to time determine whether and to what extent and at what time and places and under what conditions and regulations the accounts and books of the Company or any of them shall be open to the inspection of the Members of the Company not being Directors and no member (not being a Director) shall have any right of inspecting any account or book or document of the Company, except as conferred by an Act of Parliament or authorized by the Directors

or by the Company in General Meeting. Once at least in every year the Directors shall lay before the Company in General Meeting an account of income and expenditure for the period since the preceding account or (in the case of the first account) for the period ending the 30th day of June 1946. A balance sheet shall be made out in every year and laid before the Company in a General Meeting, made up to a date not more than six (6) months before such meeting, and a copy thereof shall Fourteen (14) days previously to the meeting, be sent to the persons entitled to receive notices of General Meetings in the manner in which notices are to be given hereunder.

Meetings of Directors
and Quorum

52. The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings and proceedings as they think fit. The quorum necessary for the transaction of business shall be five (5) Directors.

Chairman

53. The Directors shall at their first Meeting after the Annual General meeting elect a Chairman and a Vice Chairman and if at any meeting the Chairman is not present the Vice-Chairman shall preside and if neither of them is present then the Directors present may choose one of their own to be Chairman of the Meeting.

Decision
of Question

54. Questions arising at any Meeting shall be decided by a majority votes and in the case of an equality of votes, the Chairman of the Meeting shall have a second or casting vote.

POWER OF DIRECTORS

Powers of Directors

55. Directors of the Company shall exercise all such powers and do all such things as may be exercised or done by the Company save such as are by these Articles or by any Act for the time being in force in Kenya required to be exercised or done by the Company in a General Meeting.

Powers to Borrow
money

56. The Directors of the Company may issue debentures, debenture stock, bonds or obligations of the Company at any time, in any form or manner and for any amount subject as provided herein and may raise or borrow for the purposes of the Company such sum or sums of money as they may think fit provided that the amount borrowed by the Company shall not at any time, without the previous consideration and approval of a General Meeting exceed the sum of Kenya Shillings Two Million and provided further that a debt incurred or security, give excess of such limit shall be invalid and ineffectual.

Restrictions as to
Sale or Alienation of
Land

57. The Directors of the Company shall not, without the sanction of a General Meeting of the Company lease (save for five years and below), exchange, sell or otherwise dispose of all or any part of the lands, buildings, tenements or hereditaments of the Company, save so far as the Directors may deem it necessary or expedient or convenient for the purpose of Article 56 hereof.

Powers to Make By -
Laws

58. The Directors of the Company shall, subject to the approval by the Company in General Meeting have power from time to time to make, alter and repeal all such By -Laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and in particular (but without prejudice to the generality of the foregoing) they may by such Bye- Laws regulate:

- a) The admission of temporary, honorary and other Members of the Company and the rights and privileges of such members,
- b) The eligibility of guests;
- c) The terms and conditions upon which guests, children of members of the Company, Members of reciprocating Clubs and visitors shall be permitted to use the premises and property of the Company;
- d) The times of opening and closing the grounds, Club House and premises of the Company, or any part thereof;
- e) The rules to be observed and prizes or stakes to be played for by Members of the Company playing any games on the premises of the Company;
- f) The prohibition of particular games on the premises of the Company entirely or at any particular time or times;
- g) The conduct of members of the Company in relation to one another and to the Company's employees;
- h) The setting aside of the whole or any part or parts of the Company's premises for Gentlemen and Ladies at any particular time or times or for any particular purpose or purposes;
- i) The imposition of fines for the breach of any By -Law or any Article of Association of the Company and such fine

shall not at any one time exceed the equivalent of one year's subscription for the time being payable by a Full Member;

- j) The procedure at general meetings and meetings of the Directors of the Company and
- k) Generally all such matters as are commonly the subjects of Club rules.

PROVIDED ALWAYS that the making, alteration or repeal by the Directors of any By-Laws shall be and shall remain in force pending consideration and approval of the same by a General Meeting of the Company.

The Directors shall adopt such means as they deem sufficient to bring to the notice of Members of the Company all such By -Laws, amendments and repeals and all such By -Laws, so long as they shall be in force, shall be binding upon all Members of the Company provided nevertheless that no Bye-Law shall be inconsistent with or shall affect or repeal anything contained in the Memorandum or Articles of Association of the Company and that any By -Law may be set aside by a special resolution of a General meeting of the Company.

Committees of
Directors

- 59. The Directors of the Company may from time to time delegate some of their powers to such committee or committees as they shall think fit to appoint, and may revoke any such delegation or appointment except in the case of the standing Committees as constituted under Articles 60 and 58 respectively. Any such committee shall in the exercise of the powers so delegated, conform to any regulations that may be prescribed by the Directors. The Decisions or opinions of any such Committee in relation to the exercise of any power so delegated shall for all purposes of these Articles be defined to be decisions or opinions of the Board of Directors.

PROVIDED ALWAYS that all financial affairs of the Company and all matters relating to in the Company shall be referred to the Finance and Membership & Disciplinary Committees respectively as provided for in these Articles.

Finance Committee

- 60. There shall be a Finance Committee comprising at least two Directors and not more than four (4) other members to be appointed by the Board.

- (a) The Finance Committee shall give advice to the Board on all financial matters relating to the affairs of the Company and shall prepare an annual report on the financial affairs of the Company for presentation by the Board at every Annual General Meeting,
- (b) The Finance Committee shall be responsible for the day-to-day financial management of the Company and shall prepare monthly management accounts including a cash flow statement for circulation to the Directors.

61. There shall be a Membership and Disciplinary Committee comprising Vice Chairman, Golf vice Captain and not more than four (4) other members to be appointed by the Board.

Membership &
Disciplinary
Committee

The Committee Shall;

- (a) receive and consider all applications for Membership in the Company and make recommendations to the Directors;
- (b) receive and consider all complaints against any Member of the Company and recommend to the Directors appropriate action to be taken thereon and
- (c) compile and submit to the Board an annual report in respect of membership and disciplinary matters for presentation by the Board at every Annual General Meeting.

62. The Directors shall have power to arrange reciprocity with any other club on such terms and conditions as may be mutually agreed upon between the Directors of the Company and such Club. When such terms have been arranged full details shall be posted on the Club Notice Board for the information of Members.

Reciprocity

GENERAL MEETINGS

63. The first General Meeting shall be held at such time not being less than one (1) month nor more than three (3) months after the incorporation of the Company and at such place as the Directors may determine.

General Meetings

64. A General Meeting shall be held at such time (not more than six (6) months after the end of the Financial Year) and place as may be prescribed by the Company in General Meeting or in default at such time and at such place as the Directors shall appoint. In default of a General Meeting being so held before the 31st day of December in any year, then a General Meeting shall be held in the month next following and may be convened by any Ten (10) Members qualified to vote in the same manner as nearly as possible as that in which meetings are to be convened by the Directors.

The above mentioned General Meetings shall be called "Ordinary Meetings"; all other General Meetings shall be called "Extraordinary".

Extra Ordinary
General Meetings
and Requisition
thereof

65. The Directors may, whenever they think fit, and shall on requisition made in writing by not less than thirty (30) Members qualified to vote, convene an Extraordinary General Meeting.

66. Any requisition so made by Members must state the object of the meeting proposed to be called, together with a proposed resolution for consideration. The requisition must be signed by the requisitionists and deposited at the registered office of the Company.

67. On receipt of the requisition the Directors shall forthwith proceed to convene an Extraordinary General Meeting; if they do not proceed to cause a meeting to be held within Thirty (30) days from the date of the requisition being so deposited, the requisitionists may themselves convene a meeting.

Proceedings at
General Meetings

68. Notice of not less than twenty one (21) days specifying the place, the day, the hour of the meeting, and in case of specific business the general nature of the business, shall be given to all the Members in the manner hereinafter mentioned, or in such other manner as may be prescribed by the Company in General Meeting, but the non-receipt of such a notice by any Member shall not invalidate the proceedings at any General Meeting.

Special Business

69. All business shall be deemed special that is transacted at an Extraordinary General Meeting and all that is transacted at an Ordinary General Meeting, with the exception of consideration of accounts, balance sheet, the ordinary reports of the Directors, the Finance Committee, the Membership & Disciplinary Committee, the Auditor or Auditors, the election of Directors in place of those retiring by rotation, the confirmation or election of the Patron and

the fixing of remuneration of the Auditor or Auditors and any business of which notice shall have been given to the Honorary Secretary and posted on the Club Notice Board not less than fourteen (14) days before the date of such meeting.

Quorum at General Meetings

70. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business. Save as herein otherwise provided thirty - (30) Members qualified to vote who are personally present shall be a quorum.

Meetings to be Dissolved or Adjourned if no quorum

71. If within one half hour from the time appointed for the Meeting a quorum of Members is not present, the Meeting, if convened on the requisition of Members, shall be dissolved; in any other case it shall stand adjourned to the same day on the following week at the same time and place, and if at the adjourned meeting a quorum of Members is not present within one half hour of the time appointed for the meeting, the Members present shall be a quorum.

Chairman

72. The Chairman of the Board of Directors or in his absence the Patron shall be entitled to take the chair in every General Meeting. During the election of the Vice Chairman and Directors, the Patron shall as provided under Article 46 hereof be the Chairman of the meeting. In the absence of the Patron, members present at the meeting shall elect one of their own as Chairman for this purpose. In case of an equality of votes the Chairman of the meeting shall be entitled to a second or casting vote.

73. If there is no such Chairman, Vice Chairman or patron or if at any meeting none of them is present within half an hour of the time fixed for holding the same, the members qualified to vote who are present shall choose one of their number to be Chairman of that meeting.

Adjournment of meetings

74. The Chairman may, with the consent of the meeting adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

Declaration of Chairman Conclusive

75. At any General Meeting, unless a poll is demanded by at least one third of the Members qualified to vote who are personally present, a declaration by the Chairman that a resolution has or has not been carried 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 of proportion of votes recorded in favour of or against the resolution.

Poll 76. If a poll is demanded in the manner aforesaid the same shall be taken in such manner as the Chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

Notices 77. The Company may give notices to any Member either personally or by sending it by post at his registered address. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, preparing and posting a letter containing the notice and shall be deemed to have been effected Seven (7) days after the date of posting.

AUDIT

Audit 78. An Auditor or Auditors shall be appointed and their duties regulated in accordance with the Companies Act (Chapter 486) or any statutory modification thereof for the time being in force.

SEAL

Seal 79. The Seal of the Company shall not be affixed to any instrument except by the authority of a resolution of the Directors and in the presence of at least three (3) Directors one of whom must be either the Chairman or the Vice chairman as the case may be and those Directors shall sign every instrument to which the Seal of the Company is so affixed in their presence.

HEADINGS AND MARGINAL NOTES

Headings & Marginal Notes not to form part of Articles 80. The headings in these Articles and the notes in the margin thereof shall not be taken as part thereof, or in any manner affect the interpretation or construction of the Memorandum and Articles of Association of the Company.

Names, Addresses and Descriptions of Subscribers:

| | | |
|------------------|---------------------|---------------------|
| Ernest Hutchison | Limuru, | Farmer |
| W.K. Horne | Limuru, | Barrister at Law |
| H.F. Birchall | Limuru, | Civil Engineer |
| R. S. Wollen | Limuru, | Farmer |
| A.D. Impey | Limuru, | Farmer |
| C.E.V. Buxton | Limuru, | Farmer |
| W.J. Suffield | Box 181, Nairobi | Chartered Secretary |

Dated the 24th day of September 1945

Witness to the above signatures: H. J. Thompson
Solicitors' Assistant
Nairobi.