

**THE COMPANIES ACT
(ACT NO 17 OF 2015)**

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

**AMENDED AND RESTATED MEMORANDUM OF ASSOCIATION
OF
ROYAL NAIROBI GOLF CLUB**

1. The name of the Company is "**ROYAL NAIROBI GOLF CLUB**".
2. The Registered Office of the Company will be situated in the Republic of Kenya.
3. The objects for which the Company is established are :-
 - a) To acquire and take over all the assets and liabilities of the then unincorporated Royal Nairobi Golf Club.
 - b) To promote the game of golf and other athletic sports and pastimes, and to encourage social intercourse between the Members of the Company.
 - c) To establish, maintain and conduct a Golf 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.
 - d) To acquire by purchase, lease or otherwise a golf course and grounds at or elsewhere and to lay out, prepare and maintain the same for golf or other athletic sports or pastimes, and to build or otherwise provide a Club house, dormitories, pavilions, dwelling-houses and bungalows, residential serviced or non-serviced apartments, cottages, guesthouses, workshops, stables, sheds, motor-houses, squash racket courts, houses, gym, conferences and meeting facilities and other conveniences in connection herewith, and to furnish, alter, enlarge, repair, uphold and maintain the same, and to permit the same to be used by members and employees of the Company and others either gratuitously or for payment.
 - e) To acquire by purchase, lease or otherwise of golf course lands, buildings, tenements and hereditaments situate contiguous or near to the golf course and grounds, Clubhouse and premises of the Company and such as may be deemed by the Company likely to advance or benefit either directly or indirectly, the interests of the Company.
 - f) 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 considerations as the Company may think fit, and in particular, for shares, debentures or securities of any Company purchasing the same.
 - g) To purchase, hire, make or provide and maintain and to sell or otherwise dispose of any kinds of horses, livestock, the Company's equipment, motor cars, furniture, plates, linen, glasses, books, implements, machines, utensils, to hire out and or rent out part of the Company's premises and other things required or which may be conveniently used in connection with the course and grounds, Clubhouse and other premises of the Company by persons frequenting the same, whether Members of the Company or not.

- h) To buy, prepare, make, supply, sell and deal in all kinds of golf Clubs and balls, and all apparatus used in connection with the game of golf and other athletic sports and pastimes; and all kinds of liquors, provisions and refreshments required or used by the Members of the Company or other persons frequenting the course, grounds, Clubhouse or premises of the Company.
 - i) To hire and employ all classes of persons considered necessary for the purposes of the Company and to pay them and to other persons in return for services rendered to the Company salaries, wages, gratuities and pensions.
 - j) To promote and hold, either alone, or jointly with any other association, Club or persons meetings, competitions and matches for the playing of golf or any other athletic sports or pastimes and to offer, give or contribute towards prizes, medals, and awards thereof, and to promote, give or support dinners, balls, concerts and other entertainments.
 - k) To establish promote or assist in establishing or promoting and to subscribe to, or become a Member of, and or reciprocation with any other associations or Clubs whose objects are similar or in part similar to the objects of the Company, or the establishment or promotion of reciprocation which may be beneficial to the Company, provided that no subscription be paid to any other association or Club out of the funds of the Company, except bona fide in furtherance of the objects of the Company.
 - l) To support and subscribe to any charitable or public body and any institution, society or Club which may be for the benefit of the Company or its employees, or may be connected with golf or any other sport or pastime; to give pensions, gratuities, Christmas boxes of charitable aid to any person who may have served the Company, or to the wife, widow, children or other relatives of such persons, to make payments towards insurance, and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company.
 - m) 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.
 - n) To borrow or raise and give security for money by the issue of or upon bonds, debentures, debenture stock, bills of exchange, promissory note or other obligations or securities of the Company, or by mortgage or charge upon all or any part of the property of the Company.
 - o) To supply to the Members of the Company intoxicating liquors, tobacco and other things.
 - p) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.
4. The income and property of the Company whencesoever 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 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 for the 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 Members 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 benefits in money or money's worth 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 or premises demised or let to the Company.

5. If upon the winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the Members but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Company and which shall prohibit the distribution of its or their income and property amongst its or their Members to an extent at least as great as is imposed on the Company under or by virtue of Clause 4 thereof, such institution or institutions shall be determined by the Members of the Company at or before the time of dissolution and if and so far as effect cannot be given to the aforesaid provisions, then to some charitable objects to be determined by the Members.
6. Any addition, alteration or amendment made to the Memorandum and Articles of Association shall be submitted for registration to the Registrar of Companies, after having been approved by the Members of the Company.
7. The liability of the Members is limited.
8. Every Member of the Company undertakes to contribute to the assets of the Company in the event of it 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 One Thousand Kenya Shillings.

We, the several persons whose names addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names:

NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS	POSTAL	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBERS	SIGNATURES OF SUBSCRIBERS
Mr. Subash Chander Handa. P.O. Box 40874, Nairobi Chartered Accountant		N/A	Signed
Mr. Peter Burugu, P.O. Box 30161; Nairobi Company Director		N/A	Signed
Mr. Ashiq Hassan Sheikh P.O. Box 49795, Nairobi Company Director		N/A	Signed
Mr. Vijay Singh Sandhu P.O. Box 40885, Nairobi Architect		N/A	Signed
Mr. Antony Mascarenhas P.O. Box 20122, Nairobi		N/A	Signed

Company Director		
Mr. Atul Ambalal Shah P.O. Box 43750, Nairobi Certified Accountant	N/A	Signed
Mr. Gursaran Singh Sehmi P.O. Box 46409, Nairobi Chemist	N/A	Signed
TOTAL SHARES SUBSCRIBED	N/A	

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COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

**AMMENDED AND RESTATED ARTICLES OF ASSOCIATION
OF
ROYAL NAIROBI GOLF CLUB**

1. APPLICATION OF THE FIFTH Schedule

The Regulations contained in Fifth Schedule of the Companies (General) Regulations 2015 in the Companies Act (Act No. 17 of 2015) shall apply to the Company in so far as the same are not varied by, or reproduced in, these Articles of Association.

2. INTERPRETATION

In these Articles unless there be in the context anything inconsistent therewith;

“The Company”

Shall mean the above named Company and the Royal Nairobi Golf Club.

“The Act”

Shall mean the Companies Act (Act No. 17 of 2015), and every other Act incorporated therewith, or any Act or Acts substituted therefore; and in case of any such substitution the references in these presents to the provisions of the Act shall be read, construed as references to the provisions substituted therefore in the new Act or Acts.

“The Board”

Shall mean the Board of Directors of the Company appointed pursuant to the provisions of these presents and shall include the Officers and other Directors.

“Director”

Shall mean a person appointed to the Board of Directors pursuant to the provisions of these presents.

“The Directors”

Shall mean the Board of Directors.

“The Secretary”

Shall mean any person appointed to perform the duties of the Honorary Secretary of the Company.

“Member”

Shall mean a Full Member or any other restricted Member under Article 8 hereinafter provided.

“Full Member”

Shall mean a Full Member or Principal Member.

“Month”

Shall mean calendar month.

Words and expressions defined in the Act shall, except as hereinbefore provided have the meanings thereby assigned to them.

Words importing the singular number shall include the plural, and vice versa.

Words importing the masculine gender shall include the feminine.

Words importing persons shall include bodies corporate and associations as are hereinafter defined.

3. NUMBER OF MEMBERS

The Company will have such a number of Members as will be determined from time to time by a resolution of Members in a General meeting.

4. OBJECTS

The Company is established for the purposes expressed in the Memorandum of Association and shall forthwith enter into the agreements mentioned in Clause 3 (a) of the Memorandum of Association of the Company and the Directors shall carry the said agreement into effect with full power nevertheless to agree to any modification of the terms of such agreement either before or after the execution thereof.

5. QUALIFICATION FOR MEMBERSHIP

Any person being of age twenty one years or more and subject to the rules and regulations made from time to time by the Membership and Ethics Committee of the Board shall be qualified as a Candidate for election as a Member of the Company.

6. FIRST MEMBERS

The first Members of the Company shall be the signatories to the Memorandum of Association and these Articles.

7. APPLICATION FOR MEMBERSHIP

Subject to the provisions of Article 5 hereof :-

- a) every Candidate for Membership of the Company (other than those specified in the immediately preceding clause) shall make an application by completing and submitting to the Hon. Secretary a Membership Application Form.
- b) the Membership Application shall be proposed by one and seconded by another Full Member or Honorary Life Member of the Company, both of whom shall have been a Full Member or Honorary Life Member for not less than three years preceding the

date of the application and to both of whom the Candidate shall be personally known and whom shall also not be sitting Directors of the Company.

- c) a Member shall not propose or second more than three applications for Membership in one calendar year. However under special circumstances, the Board shall have the discretion to waive the number of Candidates a Member can propose or second for election into Membership in any given year.
- d) every such application for Membership shall be made in writing, signed by the Candidate, his or her proposer and seconder and shall be in the Form as prescribed therefor from time to time.

8. CLASSES OF MEMBERS.

The Directors of the Company shall have power to elect Members of the Company upon such terms and subject to such regulations as the Directors may from time deem advisable. Membership shall be of various classes as hereinafter appearing namely:-

a. FULL MEMBER.

Full Membership is open to Members of the Club who join to engage in playing the game of golf and other athletic sports and pastimes as well as for social purposes and who have paid in full the entrance fee prescribed at the date of their election, and have been balloted. Full Membership shall upon application be conferred upon the spouse of the deceased Member whose name appears in the register of the Club.

b. FULL FAMILY MEMBERSHIP.

This class shall be open to a Full Member who will be the Principal Member, one spouse and children below the age of eighteen. They shall be entitled to the rights and privileges of a Full Member, except that only the Principal Member shall be entitled to attend the General Meetings and vote.

c. SPOUSE MEMBER.

A Spouse Member is a person who is married to a Full Member and has been nominated as such by the Member concerned, and shall on nomination as aforesaid ipso facto be entitled to use the facilities of the Club except the golf course and attendant facilities and shall not attend the General Meetings. A Full Member is only entitled to nominate one person as the spouse Member. In the event of dissolution of marriage, the Full Member may withdraw the name of the spouse Member.

d. COUNTRY MEMBERS

A Country Member is an existing Full Member of the Club who changes his place of business and place of residence from Nairobi to another location within Kenya, which is 200 kilometers or more from the Royal Nairobi Golf Club boundary that in the opinion of the Directors, he cannot conveniently make frequent reasonable use of the Club and whose application to the Board for conversion of his Membership status.

e. FIXED TERM MEMBERS

This category applies to any non-Kenyan citizen and or person whose permanent residence is outside Kenya but who lives in Kenya solely for the purpose of employment on a term contract. They will be eligible to Membership for a period of upto three years, only renewable upon a fresh application being made. He shall not attend the general meetings and or vote.

f. NON-PLAYING MEMBERS

A non-playing Member is a Member who shall be entitled to use the Club House in the same manner as any other Member may use it, but who shall not be entitled to use the Golf Links, other facilities and grounds and other premises of the Company for the playing of golf.

g. HONORARY MEMBERS

The Directors may invite any persons who, in their opinion, are distinguished visitors to the country, Members of the society or residents in Kenya who have offered sterling contributions to the Club and or who are talented golfers to be Honorary Members. This Membership can however be rescinded at any time at the discretion of the Directors. Honorary Members shall pay neither entrance fee nor subscriptions.

h. RECIPROCAL MEMBERS

A reciprocal Member is any Full Member of a Club with which the Royal Nairobi Golf Club has entered into reciprocation with and on such terms as the Directors may from time to time prescribe.

i. CORPORATE MEMBERS

A Corporation, firm or society (referred to herein as "the Corporation") shall be entitled to become a Member of the Company as an entity in itself with the use of such Membership being limited to a specified number of designated representatives permitted of the Corporation to enjoy all the facilities of the Club. The Board shall be entitled at its discretion to prescribe the number of the said representatives permitted to utilize the Membership of each such Corporation and the subscriptions payable thereunder.

j. TEMPORARY MEMBER

A temporary Member is one who is entitled to use the gym, spa, swimming pool, squash courts, golf course and the Club House subject to the payment of the prescribed fee; or a guest signed in by a Full Member.

k. JUVENILE MEMBERS

A Juvenile Member is a child of a Full Member below the age of fourteen years who has shown keen interest in the game of golf and has been elected as such. A juvenile member shall not be liable to pay entrance fees. Upon attaining the age of fourteen, such a Juvenile member shall be liable to Junior membership upon payment of the requisite entrance fees as prescribed.

l. JUNIOR MEMBERS

A Junior Member is a child of a Full Member who has been elected as such, and who has paid the prescribed fee and levies for the time being payable for such Junior Membership. No person shall qualify for election as a junior Member unless the said person has attained the age of eighteen years but is below the age of twenty five.

Junior Members shall be entitled to all the benefits and privileges of Membership except that they shall not be entitled to be Officers or Members of the Board of Directors, neither shall they attend or participate in a General Meeting or introduce guests.

HOWEVER, upon attaining the age of 25 or ceasing to be a fulltime student at a bonafide educational institution or whichever is earlier, such a junior Member shall take Full Membership failing which his Membership shall lapse. A Junior Member shall upon acceptance as such a Member pay one third of the entrance fee payable by a Full Member at that time.

A Junior Member on reaching the age of 25 years may be allowed a maximum of upto 6 months to regularize their Membership status as a Full Member.

m. SENIOR MEMBER

Any person who has been a Full Member for a continuous period of 25 years and has passed the age of 60 years may on application to the Board be designated a Senior Member. Having acquired such status the Member shall be entitled to a rebate of 50% on the annual Subscription. He or she will be liable to pay other contributions, charges and levies applicable to a Full Member, and be liable to the same disciplinary measures.

n. VETERAN MEMBER

Any person who has been a Full Member, then a Senior Member and thereafter upon attainment of the age of 75 years, may on application to the Board be designated as a Veteran Member. Having acquired such status, the Member shall be entitled to a rebate of 100% on the annual subscriptions. He shall be liable to pay all other contributions, charges and levies applicable to a Full Member but shall be liable to the same disciplinary measures.

o. HONORARY LIFE MEMBER

A Full Member for a continuous period of 25 years who has passed the age of 60 years or a Member who, in the opinion of the Board has rendered exceptional services to the Club or other sporting institutions in the country may be nominated by the Board to become an Honorary Life Member.

The nomination shall be approved by at least seven Members of the Board. Having acquired such status he shall not be liable to pay any subscriptions for life but will be liable to pay for the contribution of staff fund, locker fees and any other levies prescribed by the Board. He shall enjoy the privileges and be liable to the same disciplinary measures as applicable to a Full Member.

o. ABSENTEE MEMBER.

Any Full Member of the Club who temporarily changes his place of business and or place of residence to another location outside Kenya that in the opinion of the Directors, he cannot make any use of the Club and applies to the Board for conversion of his Membership status so as to be exempt from the minimum spend for the time being.

9. ELECTION OF CANDIDATES

Upon receipt of the duly completed application forms together with the accompanying 2 coloured passport photographs, curriculum vitae and application fees, the same shall be forwarded to the Committee of the Board for the time being responsible for Membership.

10. VETTING OF CANDIDATES

The Candidates shall appear before the Committee of the Board for the time being responsible for Membership for vetting to determine their suitability as Candidates for election into the Membership of the Company.

Any Candidate proposed for election to the Company and whose application has been rejected by the Committee shall not without the consent of the Board be proposed to seek any class of Membership of the Company for a period of twelve months from the date of such rejection.

Every Candidate for election as a Full Member or a Spouse Member including a child seeking Full Membership shall be subjected to vetting.

11. ENTRANCE FEES, SUBSCRIPTIONS AND LEVIES

The Directors shall submit for the approval of Members the proposals towards the annual rates of subscriptions, entrance fee and other levies, creation of categories of Memberships and Membership drives and of their rates of subscriptions and entrance fees.

12. PAYMENT OF ENTRANCE FEES, LEVIES AND SUBSCRIPTIONS

When a Candidate has been vetted, the Honorary Secretary of the Company shall forthwith send to the Candidate to the address given in the application form, a request for the appropriate payment of the entrance fees and the annual subscription. Upon payment of the entrance fees and subscription, the elected Candidate shall become a Member of the Company provided, nevertheless, that if such payment be not made within one calendar month after the date of vetting and election, the Directors of the Company may, in their discretion, cancel such election.

The Candidate shall thereafter be personally introduced to the Directors and the Members by the proposer and seconder and the application forms shall be endorsed by the signatures of at least seven of the Directors and a minimum of 6 full Members.

The name, address, coloured passport photograph and description of every Candidate for election to Membership of the Company and the names of the Candidate's proposer and seconder shall thereafter be posted on the notice Board in the Clubhouse of the Company

for at least four weeks prior to the date of the Candidate's application being balloted by the Board of Directors.

13. PRIVILEGES OF CANDIDATES

Every Candidate who has made the application for Membership to the Company and whose name has been posted in the Club house may at the discretion of the Board, pending the result of the election, enjoy the privileges of the Club appertaining to the class of Membership applied for but shall not attend any general meetings, vote on any subject and or introduce guests.

14. CONFIDENTIAL COMMUNICATION RELATING TO A CANDIDATE

Any Member of the Company may write to the Hon. Secretary if the Member has a reason to believe that any Candidate for Membership is ineligible or unsuitable. Such letter shall be treated as confidential and shall only be shown to the Directors.

15. ELECTION AND BALLOTING OF CANDIDATES

If no objections are received by the Honorary Secretary about the unsuitability of any Candidate, the Candidate shall be balloted by a minimum of two-thirds of the Directors to approve any such application.

All applications for Membership to the Company other than corporate, temporary and reciprocal Membership shall be balloted by the Board.

All Candidates seeking full Membership including a spouse, son or daughter of a Full Member of the Company shall be elected after balloting.

Upon being balloted, the elected Candidate shall become a Member of the Company.

16. RESPONSIBILITY OF PROPOSERS AND SECONDERS

The proposer of each new Member of the Company shall be liable to indemnify the Company for any pecuniary loss and or liability arising from his misconduct during the Member's first year of Membership.

17. RIGHTS OF MEMBERS

Subject to the express provisions of these Articles and to the Memorandum of Association and to any Bye-Laws for the time being in force made by the Directors of the Company as hereinafter provided, all Members of the Company shall be entitled at all times , subject to the class of their Membership and at such charges as the Directors shall from time to time determine to use in common all the premises and property of the Company and to be supplied, with such meals , refreshments, and things as are provided by the Company for the use of its Members.

18. RESIGNATION OF MEMBERSHIP

Any Member wishing to resign his Membership of the Company shall give notice in writing addressed to the Honorary Secretary and deposited at the registered office of the Company or by electronic means before the last day of April or October of each year of his intention so to do; otherwise he shall be liable to pay the subscription for the next six months. A Member who has resigned from the Company voluntarily may, at the discretion of the Directors, be readmitted without payment of entrance fee (or of such portion of entrance fee as has been previously paid) provided that an interval of not less than one year has elapsed since his resignation and all dues were paid before resignation.

19. FORFEITURE OF MEMBERSHIP

Any Member who remains indebted to the Company, on account of subscriptions or any other for a period of three months from the date that the debt arose, and to whom notice of the fact has been given within fourteen days of the expiry of the said three months by registered mail or by electronic means at the address provided to the Company by the said Member, shall be liable to expulsion, suspension or such other measure as the Directors may deem fit. Any Member so disciplined shall forfeit all rights in the claim upon the Company and its property but will not be absolved of any liability owed by him to the Company. Such a Member shall be subject to the Articles and Bye-Laws of the Company for the time being in force relating to any default on the part of the Member. Such a Member may be reinstated to Membership of the Company at the discretion of the Board.

20. DISCIPLINARY MEASURES

- a) If any Member shall willfully refuse or neglect to comply with the provisions of the Memorandum and Articles or Bye-Laws of the Company, or shall be guilty of any conduct deemed by the Board to be unworthy of a Member of the Company, or commits any act likely to be injurious to the Company, as the case may be, a Complaint shall be made against him through the Hon. Secretary.
- b) The Hon. Secretary shall thereafter provide the Member with a written summary of the Complaint(s) made against him and seek his written response.
- c) The hearing shall be conducted before a disciplinary panel comprised of not less than 5 Full members and not more than 7 Full members of the Company drawn from the Committee of the Board for the time being responsible for Membership and Ethics, and which number shall also include 3 eminent members of the Company of not less than 10 years good standing appointed by the Board.
- d) At the hearing a Member shall have the liberty to call his witnesses who shall be Club members and upon determination, the panel shall table its recommendations to the Board as to whether such a Member should be suspended, expelled, or any other disciplinary measures should be meted against him as the Directors may deem fit.
- e) Any Member expelled by the Board under this Article shall forfeit all right in and claim upon the Company and its property. Any Member aggrieved by the expulsion shall have the right of appeal to an Extra-ordinary general meeting of the Company where

a majority of two-thirds of the Full Members present shall be required to vote in favour of the appeal to rescind the resolution of the Board.

21. AVOIDANCE OF MEMBERSHIP BY BANKRUPTCY

If any Member shall be adjudged bankrupt, or shall make any composition or arrangements 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 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 as aforesaid, as the case may be, such Member may be re-admitted and restored to his former rights by the Directors.

22. DIRECTORS OF THE COMPANY

The Board of the Company shall comprise of fourteen members being the Officers hereinafter mentioned, the Immediate Past Chairman, and three other Full Members to be elected at the Annual General Meeting as hereinafter provided.

23. OFFICERS

The Officers of the Company shall consist of a Chairman, a Vice-Chairman, a Captain, a Vice Captain, a Lady Captain, Vice Lady Captain, an Honorary Secretary, an Honorary Treasurer, the Honorary Greenkeeper and the Chief Executive Officer.

The Honorary Greenkeeper's position shall be non-elective but he shall be an appointee of the Board of Directors and an ex-officio Member of the Board.

The Chief Executive Officer shall be an employee and an ex-officio Member of the Board.

24. REMUNERATION OF DIRECTORS

No Officer (with the exception of The Chief Executive Officer) or Director of the Company shall receive any remuneration for his services.

25. RETIREMENT OF OFFICERS AND DIRECTORS

At every Annual General Meeting all the Officers (except the Chief Executive Officer) and the Directors shall retire from Office. The Chairman shall proceed to hold the office of the Immediate Past Chairman and all the retiring officers and Directors shall be eligible for re-election at the same or any other general meeting of the Company where elections are held.

26. MEMBERS ELIGIBLE FOR OFFICE AS DIRECTORS

Only Full Members who shall have paid the full entrance fees at the time, been balloted, and of not less than 3 years and in good standing shall be entitled to be nominated and elected as Officers or Directors of the Company, and only Full Members shall vote at any general meeting of the Company where the elections are to be held.

27. ELECTION OF OFFICERS AND DIRECTORS

The election of Officers and other Directors of the Company shall be presided over by a Returning Officer appointed by the Board at least 21 days preceding the General Meeting where the elections are to take place. The elections shall take place in the following manner:-

- a) Fourteen days before any General Meeting any two Members shall be at liberty to nominate in writing any other Full Member to serve as an Officer or other Director of the Company provided that such nominee has in writing indicated his consent to such nomination. All nominees must meet the criteria of leadership and integrity as set out in the Constitution of Kenya and must also meet all the other requirements for a Director as set out in the Companies Act.
- b) The names of Members proposed for the vacancies in the offices of Chairman, Vice Chairman, Captain, Vice-Captain, Hon. Secretary, Hon. Treasurer, Hon. Greenkeeper and Directors who must be full Members of the Company of not less than 3 years standing, together with the names of their proposers and seconders shall be exhibited by the Returning Officer on the Club Notice Board for a period of not less than seven days prior to the date of the Annual General Meeting or the General Meeting where the elections are to be held.
- c) The Returning Officer shall ensure that Balloting lists are prepared (if necessary) containing the names of the Candidates only, in alphabetical order, and each Member present at such General Meeting shall be entitled to vote for any number of such Candidates not exceeding the number of vacancies.
- d) In case there shall not be a sufficient number of Candidates nominated the elected Directors shall fill up the remaining vacancy or vacancies.
- e) If two or more Candidate obtain an equal number of votes, another ballot shall be taken if necessary in respect of such Candidates. If two or more Candidates again obtain an equal number of votes, the elected Directors shall select by lot from such Candidates, the Candidate or Candidates who is or are to be elected.
- f) At each Annual General Meeting the full male Members of the Company shall elect two full male Members of the Company to serve in the respective capacities of Men's Captain and Men's Vice-Captain for the ensuing year. The election shall if necessary be by ballot and shall be conducted in accordance with the provisions as hereinafter provided.
- g) The Lady golfers shall elect from amongst their own two Full Members of not less than 3 years and in good standing to serve in the respective capacities of Lady Captain and Lady Vice-Captain for the ensuing year. The election shall if necessary be by ballot.

28. POWERS OF DIRECTORS

The 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 law for the time being in force required to be exercised or done by the Company in a general meeting.

29. POWERS TO BORROW MONEY

The Directors of the Company may with the consent of a general meeting of the Company issue debentures, debenture stock, bonds or obligations of the Company at any time, in any form or manner and for any amount, and may raise or borrow for the purpose of the Company any sum or sums of money either upon mortgage or charge of any of the property of the Company or on bonds or debentures or otherwise, as they may think fit; provided that for the purpose of carrying out the object contained in Clause 3 (a) of the Memorandum of Association the consent of a general meeting of the Company shall not be required.

30. RESTRICTION AS TO SALE OR ALIENATION OF ASSETS

The Directors of the Company shall not, without the sanction of a general meeting of the Company demise, underlet, exchange, sell or otherwise dispose of all or any part of the lands, assets, buildings, tenements, or hereditaments of the Company, save so far as the Directors may deem it necessary or expedient or convenient for the purposes of Article 30 hereof. Provided, nevertheless that no mortgagee or other person advancing money to the Company shall be concerned to see that any money advanced by him is wanted for any to see that any money advanced by him is wanted for any purpose of the Company, or that no more than is wanted is raised or borrowed.

31. POWER TO MAKE BYE-LAWS

The Directors of the Company by two-thirds majority shall have power from time to time to make, alter and repeal all such Bye-Laws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and, in particular but not exclusively, they may by such Bye-Laws regulate:-

- a) The admission of temporary, reciprocal, restricted and non-playing Members of the Company, and the rights and privileges of such Members.
- b) The terms and conditions upon which honorary guests, children and Members of the Company and visitors shall be permitted to use the premises and property of the Company.
- c) The establishment and method of election of a ladies' committee consisting of a Lady Captain, a Lady Vice-Captain, a Lady Hon. Secretary and such number of Members as may from time to time be deemed necessary.
- d) The times of opening and closing the course and 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 servants.
- h) The setting aside of the whole or any part or parts of the Company's premises for any class or classes or Members, at any particular time or times, or for any particular purpose or purposes.
- i) The imposition of fines or suspension for the breach of any Bye-Law or any Article of Association of the Company.
- j) The procedure at general meetings and meetings of the Directors of the Company.
- k) And generally all such matters are commonly the subject matter of the Club Rules.

The Directors shall adopt such means as they deem sufficient to bring to the notice of Members of the Company all such Bye-Laws, amendments and repeals and all such Bye-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 Bye-Law may be set aside by a special resolution of a general meeting of the Company.

32. DUTIES OF INDIVIDUAL DIRECTORS

Each Director shall be responsible in an individual capacity to :-

- a) exercise the highest degree of care, skill and diligence in discharging his duties
- b) act in the best interest of the Club and not for any other purpose
- c) act honestly at all times and not place himself in a situation where his personal interests conflict with those of the Club
- d) exercise independent judgment at all times
- e) understand and accept the principle of collective responsibility and promote teamwork within the Board and the Club
- f) devote sufficient time to carry out his responsibilities, regularly update their knowledge and enhance his skills
- g) promote and protect the image of the Club
- h) transparency and accountability at the Board level
- i) owe his primary duty to the Club
- j) diligently attend Board meetings and actively participate in deliberations of the meetings
- k) owe the Club a duty to hold in confidence all information available to him by virtue of his position as a Board Member
- l) disclose real, perceived or potential conflicts of interest and manage these within the agreed framework

33. LIABILITY OF DIRECTORS

A Board Member shall not be liable for any act done in good faith in carrying out duties and responsibilities in the Club. There is however no limitation of liability for negligence or breach of the Board Member's duty of care and trust to the Club or its Members. There is also no limitation of liability for acts or omissions not in good faith, or which involve negligence, default, intentional misconduct or violation of the law.

34. CASUAL VACANCIES

All casual vacancies arising among the Officers or other Directors of the Company shall be filled by the Directors. Any Member so chosen shall retire at the following Annual General Meeting but shall be eligible as a Candidate for election as a Director at such Annual General Meeting. A Director chosen to fill a casual vacancy as aforesaid shall retain his office so long as the vacating Director would have retained the same if no vacancy had occurred.

35. REMOVAL OF DIRECTORS

Any Director shall be liable to be removed from office under the following circumstances :-

- a) If any Director shall willfully refuse or neglect to comply with the provisions of the Memorandum and Articles or Bye-Laws of the Company, or shall be guilty of any conduct deemed to be unworthy of a Member of the Company, or commits any act likely to be injurious to the Company, as the case may be, such Director shall be liable to removal, or any other disciplinary measures as the Members may deem fit.
- b) The Directors may whenever they think fit, and shall on a requisition made in writing by not less than 50 Members issue a special notice for an extraordinary general meeting for a resolution to remove a Director or appoint a person to replace the Director so removed at the meeting where the Director is removed,
- c) The requisition for and the proceedings under this Article shall be as provided for any extra ordinary general meeting as hereinafter provided and as per the provisions of the Companies Act No. 7 of 2015
- d) A vacancy created by the removal of a Director under this article, if not filled at the meeting at which the Director is removed, can be filled as a casual vacancy.

36. COMMITTEES OF DIRECTORS

The Directors of the Company may from time to time delegate any of their powers to such Committee or Committees as they shall think fit to appoint, and may recall or revoke any such delegations or appointment. Any such Committee shall, in the exercise of the powers so delegated, conform to any regulations that may be prescribed by the Directors.

37. ACCOUNTS

The Directors of the Company shall cause the accounts to be kept :-

- a) of the sums of money received and expended by the Company and the matter in respect of which such receipts and expenditure take place; and
- b) 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 fit, 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 times and place and under what conditions and regulations the accounts and books of the Company or any of them shall be open to the inspection of 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 ordinance or authorised by the Directors of 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 proceeding account, or (in the case of the first account) for the period ending the 30th day of September, 1984. A balance sheet shall be made out in every year and laid before the Company in general meeting made up to a date not more than four months before such meeting, and a copy thereof shall, seven days previously to the meeting, be sent to the persons entitled to receive notices of general meeting in the manner in which notices are to be given hereunder.

38. NOTICES

A notice may be given by the Company to any Member either personally or by sending it by post to him at his registered address or by electronic mail to the provided address. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying - and posting a letter containing the notice, and shall be deemed to have been effected at the time at which the letter would be delivered in the ordinary course of post.

39. GENERAL MEETINGS

A general meeting shall be held once in every year at such time (not being more than fifteen months after the holding of the last proceeding general meeting) and places as may be prescribed by the Company in a 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 two Members in the same manner as nearly as possible as that in which meetings are to be convened by the Directors.

The above-mentioned general meeting shall be called ordinary meetings; all other general meetings shall be called Extra-ordinary.

40. EXTRA ORDINARY GENERAL MEETING AND REQUISITION THEREFORE

The Directors may, whenever they think fit, and shall, on a requisition made in writing by not less than fifty Members, convene an Extra-ordinary General Meeting.

Any requisition so made by Members must state the object of the meeting proposed to be called, and must be signed by the requisitionists and deposited at the registered office of the Company.

On receipt of the requisition the Directors shall forthwith proceed to convene an Extra-ordinary General Meeting; if they do not proceed to cause a Meeting to be held within forty five days from the date of the requisition being so deposited, the requisitionists, or any Seventy Five Members, may themselves convene a meeting.

41. PROCEEDINGS AT GENERAL MEETING

Twenty one days' notice at the least specifying the place, the day and hour of the meeting and, in case of special business, the nature of the business shall be given to the Members in manner, hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in a general meeting; but the non-receipt of such a notice by any Member shall not invalidate the proceedings at any general meeting.

42. SPECIAL BUSINESS

All business shall be deemed special that is transacted at an Extraordinary Meeting and all that is transacted at an Ordinary Meeting, with the exception of the consideration of the accounts balance sheets, the ordinary reports of the Directors and auditor or auditors, the election of Directors in the place of those retiring by rotation and the fixing of remuneration of auditor or auditors, and any business of which notice shall have been given to the Secretary and posted in the Club not less than fourteen days before the date of such meetings.

43. QUORUM AT THE GENERAL MEETINGS

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 Seventy Five Members personally present shall be a quorum.

44. MEETINGS TO BE RESOLVED OR ADJOURNED IF NO QUORUM

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 the Members, shall be dissolved, in any other case it shall stand adjourned to the same day in the following week at the same time and place; and if at the adjourned meeting a quorum of Members is not present half an hour of the time appointed for the meeting the Members present shall be in a quorum.

45. CHAIRMAN OF MEETINGS

The Chairman or failing him, the Vice-Chairman and failing both, the Members present shall appoint one of their own to preside as Chairman at and every general meeting of the Company. In case of an equality of votes the Chairman shall (subject to Article 27(e) hereof) be entitled to a second or casting vote.

If there is no such Chairman, or if at any meeting, he is not present within five minutes of the time fixed for holding the same, the Members present shall choose someone of their number to be Chairman of that meeting.

46. ADJOURNMENT OF MEETING

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.

47. DECLARATION OF CHAIRMAN CONCLUSIVE

At any general meeting unless a poll is demanded by at least one third of the Members 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 or proportion of the votes recorded in favour of or against the resolution.

48. POLL

If a poll is demanded in 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.

49. VOTES OF MEMBERS

Every Full Member of the Company in good standing shall have one vote.

50. POLL OF VOTERS

On a poll, votes shall be given personally.

51. CASTING VOTES

In case of an equality of votes the Chairman shall be entitled to a second or casting vote.

52. AUDIT

An auditor or auditors shall be appointed and their duties regulated in accordance with the Companies Act.

53. SEAL

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 two Directors and of the Secretary or such other person as the Directors may appoint for the purpose; and those two Directors and the Secretary, or other person as aforesaid, shall sign every instrument to which the seal of the Company is so affixed in their presence.

54. INDEMNITY

Every Director, agent, Auditor, Secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by it or him in defending any proceedings, whether civil or criminal in which judgement is given in its or his favour or in which it or he is acquitted or in connection with any application under Section 402 of the Act in which relief is granted to it or him by the Court.

55. MARGINAL BREVIAE NOT TO FORM PART OF ARTICLES

The catchwords or heading in the margin of these Articles shall not be taken as part thereof, or in any manner affect the interpretation or construction of the same.

56. TRANSITIONAL AND CONSEQUENTIAL PROVISIONS

- a) These Articles of Association shall come into force immediately on its approval.
- b) The Articles of Association in force immediately before the effective date shall stand repealed on the effective date.
- c) Any Member enjoying certain rights and privileges as a Member under the previous Articles of Association shall not be prejudiced and will continue to enjoy the said rights and privileges under these new Articles of Association.

- d) Any Member who served or is serving in the previous or current Board in any capacity will be deemed to have served in accordance with the previous Articles of Association so as not to unduly advantage or disadvantage any such Member.

NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS	POSTAL	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBERS	SIGNATURES OF SUBSCRIBERS
Mr. Subash Chander Handa P.O. Box 40874, Nairobi Chartered Accountant		N/A	Signed
Mr. Peter Burugu, P.O. Box 30161; Nairobi Company Director		N/A	Signed
Mr. Ashiq Hassan Sheikh P.O. Box 49795, Nairobi Company Director		N/A	Signed
Mr. Vijay Singh Sandhu P.O. Box 40885, Nairobi Architect		N/A	Signed
Mr. Antony Mascarenhas P.O. Box 20122, Nairobi Company Director		N/A	Signed
Mr. Atul Ambalal Shah P.O. Box 43750, Nairobi Certified Accountant		N/A	Signed
Mr. Gursaran Singh Sehmi P.O. Box 46409, Nairobi Chemist		N/A	Signed
TOTAL SUBSCRIBED	SHARES	N/A	