

# Nehemiah Construction Ministries UK Ltd

## Board Resolution March 2024

This document is a certified copy of the relevant extract from the Minutes of the Board of Trustees of Nehemiah Construction Ministries UK Ltd meeting by Zoom held on Thursday 15<sup>th</sup> February 2024.

After discussion, the Board passed the following wording:

“It was agreed that Richard would prepare a draft RESOLUTION wording to circulate as soon as possible, for a fully signed-by- all Trustees (by electronic signatures) hardcopy to accompany Les (Saunders) on his next visit in the near future to Pokot.”

The following draft Resolution has been signed by all Trustees upon receipt of this document and which has been verified by two independent, legally recognised authorities. -

This Resolution is based on the current relationship between the two legally recognised parties, viz

Nehemiah Construction Ministries UK Ltd (hereafter described herein as NCM UK),  
Companies House Number 06731535, Charity Number 1129983

23 Deane Gate Drive, Houghton on the Hill, Leicester LR7 9HA, United Kingdom,

Nehemiah Community Water Services (hereafter described herein as NECOWAS),  
Community Based Organisation no

PO Box 2342-39200, Kitale, Kenya

This Resolution is an official and recognized Agreement that

all of drilling equipment including vehicles, currently owned NCM UK, located at the Rick's Compound, Konyao, West Pokot, Kenya be allowed to be crewed, maintained and operated by NECOWAS without a rental payment for the use of this equipment, subject to the following initial actions being effected:

- a) the drilling operations will be initially carried out under the current NCM UK annual drilling licence, thereafter it is the responsibility of NECOWAS to renew the licence in its own title.
- b) the ownership of the equipment as described in the Resolution, will continue to be under the ownership of NCM UK, which will inspect the equipment at the beginning of this Agreement to mutually establish the legally approved condition of the equipment, necessary for the use of the equipment. Thereafter, equipment logbooks of usage, results

and all expenses (eg repairs, and the like) will be maintained by a mutually approved member of the NECOWAS Board.

c) Thereafter, the full and total liability for every aspect of usage of the equipment without exception, shall remain with NECOWAS for the period – and all subsequent agreed periods of use as set out in the Agreement.

d) the Bankers to NECOWAS receive a copy of the Agreement.

(iii) The following items are agreed and accepted conditions of this Agreement:

a) the Agreement is fixed for an initial time period of 5 years, with effect from the completed signing by both parties to this Agreement. Both parties have the option to renew this Agreement at the end of this initial and subsequent periods. The Agreement may be terminated by either party upon 4 months' notice in any period.

c) NECOWAS will be henceforth regarded as the drilling arm of NCM UK.

d) NECOWAS is responsible for the total payments of all the necessary insurances, local licences and fees, taxes, all running costs including all repairs including labour costs and replacement of all necessary parts during the period(s) of the Agreement.

e) NECOWAS is responsible for all required legal, regulatory and financial actions arising from the usage of this equipment and a record of fees and any other costs, with copies of the end-of-year financial reports to be made available to NCM UK.

f) None of the NECOWAS rights and liabilities herein stated are assignable, nor shall the equipment be used by anyone else other than those approved by NECOWAS for only NECOWAS work.

g) This Agreement constitutes the entire Agreement between the parties. No change to this Agreement shall effective unless in writing and signed by both parties. This Agreement replaces any and all prior Agreements between the parties.

h) This Agreement shall be governed and construed within the English Legal System in respect of Charites.