COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

Resurge Africa

Company Number: SC395905

Incorporated on: 21 March 2011

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1. DEFINITIONS AND INTRODUCTORY

1.1. The model articles of association for private companies limited by guarantee contained in Schedule 2 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) shall not apply to the Company.

1.2. In these Articles of Association, the following definitions apply throughout:-

1.2.1. **Act** means the Companies Act 2006 as amended and every statutory modification and re-enactment thereof for the time being in force.

1.2.2. **Article(s)** means this or these Articles of Association.

1.2.3. **Board** means the Board of Directors of the Company.

1.2.4. **Clear Days**, in relation to a period of notice, means that period excluding the day when notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

1.2.5. **Director(s)** means the director(s) for the time being of the Company.

1.2.6. **Member(s)** means the member(s) for the time being of the Company.

1.2.7. **Office** means the registered office of the Company.

1.2.8. **Organisation** means any unincorporated association, society, federation, partnership, corporate body, agency, undertaking, local authority, union, co-operative, trust or other organisation (not being an individual person).

1.2.9. **Property** means any property, assets or rights, heritable or moveable, wherever situated in the world.

1.2.10. **Taxes Acts** means the Income and Corporation Taxes Act 1988 as amended and every statutory modification and re-enactment thereof for the time being in force or any replacement legislation defining charities and charitable purposes for the purposes of tax law.

1.2.11. **United Kingdom** means Great Britain and Northern Ireland.

1.3. Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act, but excluding any statutory modification thereof not in force when these regulations become binding on the Company.

1.4. Unless the context otherwise requires words or expressions contained in these Articles importing the masculine gender shall include female and neuter genders and words in the singular shall include words in the plural and words in the plural shall include the singular.

2. THE COMPANY'S OBJECTS

2.1. This Article shall be interpreted as if it incorporated an over-riding qualification to the effect that in any case in which an activity permitted under this clause is in its nature capable of being carried on for purposes which are not charitable, or only partially so, as well as for wholly charitable purposes, (the words "charitable purposes" shall have the meaning ascribed to them for the purposes of Section 7 of the Charities and Trustee Investment (Scotland) Act 2005, including any statutory amendment or re-enactment for the time being in force, which is also regarded as a charitable purpose in relation to the application of the Taxes Acts (which meaning shall be assigned to the words "charitable purposes" wherever they appear in these Articles)), the powers of the Company under this clause shall be deemed to be limited to the carrying on of such activity in such manner as will not prejudice the charitable status of the Company under the statutory provisions referred to above. Subject to that over-riding qualification, the Company's objects are:-

2.1.1. To relieve the sickness and the distress and further the health of those people, who are sick and handicapped by virtue of physical conditions which are amenable to treatment by the techniques of modern reconstructive plastic surgery, in the third world and in underdeveloped countries generally but in particular in Ghana;

2.1.2. To advance education and training in the field of reconstructive plastic surgery in the third world and in underdeveloped countries generally but in particular in Ghana;

2.1.3. To identify the need for reconstructive plastic surgery services in the above-mentioned countries;

2.1.4. To provide finance towards and to assist in the training of the necessary professional, medical and ancillary staff;

2.1.5. To establish and maintain a guidance function;

2.1.6. To provide equipment, medicines, books and other necessary materials and to provide finance therefore; and

2.1.7. To procure the necessary funding by way of charitable donations and otherwise.

3. THE COMPANY'S INCOME AND PROPERTY

3.1. The income and Property of the Company shall be applied solely towards the promotion of its objects as set out in Article 2.

3.2. No part of the income or Property of the Company shall be paid or transferred (directly or indirectly) to the Members of the Company, whether by way of dividend, bonus, or otherwise, except as permitted under Article 3.4.

3.3. No Director shall be appointed as a paid employee of the Company.

3.4. No benefit (whether in money or in kind) shall be given by the Company to any Member or Director except:-

3.4.1. repayment of out-of-pocket expenses to Directors, including travelling and other expenses properly incurred by them in connection with their attendance at general meetings, meetings of the Directors or meetings of general committees or otherwise in connection with the discharge of their duties; or

3.4.2. reasonable remuneration to any Member or Director in return for specific services actually rendered to the Company (not being of a management nature normally carried out by a director of a company); or

3.4.3. payment of interest at a rate not exceeding the commercial rate on money lent to the Company by any Member or Director; or

3.4.4. payment of rent at a rate not exceeding the open market rent for Property let to the Company by any Member or Director; or

3.4.5. the purchase of Property from any Member or Director provided that such purchase is at or below market value or the sale of Property to any Member or Director provided that such sale is at or above market value.

4. MEMBERS OF THE COMPANY

4.1. There shall be one class of Member who shall have all the rights and duties of members of a company in terms of the Act.

4.2. Membership of the Company shall be restricted to those persons (and only those persons) who are Directors from time to time.

5. MEMBERS' LIABILITY AND GUARANTEE

5.1. The liability of each Member of the Company is limited to £1, being the maximum amount which each Member of the Company undertakes to contribute to the Property of the Company if it should be wound up whilst he is a Member or within one year after he ceases to be a Member (for whatever reason), for payment of its debts and liabilities contracted before he ceases to be a Member, and of the costs, charges and expenses of winding up.

6. CESSATION OF MEMBERSHIP

6.1. A Member shall cease to be a Member:

6.1.1. on his death; or

6.1.2. if he becomes of unsound mind.

6.2. The Board shall have the right for good and sufficient reason to terminate the membership of any Member provided that the Member concerned shall have a right to be heard by the Board before any final decision is made.

7. RETIRAL FROM MEMBERSHIP

7.1. Any person who wishes to withdraw from membership shall lodge with the Company a written notice of retiral (in such form as the Board may require), signed by him. On receipt of such notice by the Company he shall cease to be both a Member and Director of the Company.

8. GENERAL MEETINGS

8.1. The Board may call general meetings and, on the requisition of Members pursuant to the provisions of the Act, shall forthwith proceed to convene a general meeting in accordance with the provisions of the Act.

9. NOTICE OF GENERAL MEETINGS

9.1. All general meetings shall be called by at least fourteen Clear Days' notice.

9.2. A notice convening a meeting shall specify the time and place of the meeting; it shall also state the terms of any resolution which is to be proposed as a special resolution or which constitutes a resolution requiring special notice and shall indicate the general nature of any other business to be transacted at the meeting.

9.3. Notice of every general meeting shall be given to all the Members and Directors and to the Company’s auditors.

9.4. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

10. APPOINTMENT OF CHAIRMAN

10.1. The Directors shall invite one of their number to accept nomination for the office of Chairman at the first meeting of the Company.

10.2. The Directors shall invite one of their number to accept nomination for the office of Chairman on or after the expiry of the appointment of a previous Chairman of the Company.

11. PROCEEDINGS AT GENERAL MEETINGS

11.1. No business shall be transacted at any meeting unless a quorum is present.

11.2. The quorum for the transaction of business at general meeting shall be the nearest whole number (always rounding up) representing one half of the Members of the Company entitled to vote upon the business to be transacted, each being a Member of the Company or a proxy for a Member of the Company.

11.3. If the quorum required under the preceding Article is not present within half an hour after the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to such time and place as may be fixed by the Chairman of the meeting.

11.4. The Chairman of the Company shall preside as Chairman of the meeting; if the Chairman is not present or not willing to act as Chairman within half an hour of the time appointed for holding the meeting, the Directors present shall elect one of their number to act as Chairman or, if there is only one Director present and willing to act, he shall be Chairman.

11.5. The Chairman may, with the consent of the meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place.

11.6. No business shall be transacted at an adjourned meeting other than business which could properly have been transacted at the meeting which was adjourned if the adjournment had not taken place.

11.7. Where a meeting is adjourned for thirty days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and indicating the general nature of the business to be transacted. In any other case, it shall not be necessary to give any notice of an adjourned meeting.

11.8. A resolution put to the vote of the meeting shall be decided on a show of hands unless before, or on the declaration of the result of the show of hands, a poll is demanded by the Chairman or by at least two Members having the right to vote at the meeting.

11.9. Unless a poll is demanded in accordance with the preceding Article, a declaration by the Chairman that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority, and an entry to that effect in the Minutes of the meeting, 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.

11.10. The demand for a poll may, before the poll is taken, be withdrawn, but only with the consent of the Chairman; a demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made nor the result of a show of hands declared after the demand is so withdrawn.

11.11. If a poll is demanded in accordance with the preceding Article, it shall be taken at once by means of a secret ballot of all the persons present and entitled to vote conducted in such manner as the Chairman may direct; the result of such poll shall be declared at the meeting at which the poll was demanded.

12. VOTES OF MEMBERS

12.1. Every Member shall have one vote.

12.2. No objection may be raised as to the validity of any vote except at the meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid; any such objection shall be referred to the Chairman of the meeting whose decision shall be final and conclusive.

13. THE DIRECTORS

13.1. Subject to the provisions of the Act, these Articles of Association and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company.

13.2. The Directors shall, as soon as possible after the incorporation of the Company, do all such acts and pay such preliminary and incidental expenses as are necessary in connection with the incorporation of the Company.

13.3. The Board may at any time unanimously agree to appoint any person as a Director provided that the prescribed maximum number of Directors is not exceeded.

13.4. The maximum number of Directors shall (unless otherwise determined by special resolution) be fifteen and (unless otherwise determined by special resolution) the minimum number of Directors shall be three.

13.5. The Directors may be known as “Trustees”.

14. PROCEEDINGS OF THE DIRECTORS

14.1. Subject to the provisions of these Articles, the Directors may regulate their proceedings as they think fit.

14.2. Any Director may call a meeting of the Directors.

14.3. A meeting of the Directors at which a quorum is present may exercise all powers exercisable by the Directors.

14.4. The quorum for the transaction of the business of the Directors shall be the nearest whole number (always rounding up) representing one half of the total of the Board.

14.5. Questions arising at a meeting of the Directors shall be decided by a majority of votes.

14.6. The continuing Directors or a sole continuing Director may act notwithstanding vacancies, but if the number of remaining Directors is less than the number fixed as the quorum, they or he may act only for the purpose of filling vacancies or of calling a general meeting.

14.7. Unless he is unwilling to do so, the Chairman shall preside as Chairman at every meeting of the Directors at which he is present.

14.8. If the Chairman is unwilling to act as Chairman or is not present within fifteen minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be Chairman of the meeting.

14.9. All acts done by a meeting of the Directors or by a meeting of a committee of the Directors or by a person acting as a Director shall, notwithstanding that it is afterwards discovered that there was a defect in the appointment of any such person or that any of them was disqualified from holding office or had vacated office or was not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

14.10. A resolution in writing signed by all the Directors entitled to receive notice of a meeting of the Directors or of a committee of the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors or (as the case may be) a committee of the Directors duly convened and held. It may consist of several documents in the same form each signed by one or more Director.

14.11. The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purpose and on such conditions as they may determine, including authority for the agent to delegate all or any of his powers.

14.12. No alteration of these Articles and no direction given by special resolution shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given.

15. RETIRAL, DISQUALIFICATION AND REMOVAL OF DIRECTORS

15.1. A Director shall vacate office if:

15.1.1. he ceases to be a Director by virtue of any provision of the Act or becomes prohibited by law from being a Director;

15.1.2. he becomes bankrupt or apparently insolvent;

15.1.3. he becomes incapable for medical reasons of fulfilling the duties of his office and such incapacity is expected to continue for a period of more than six months;

15.1.4. he is absent for more than six consecutive months from meetings of directors held during that period;

15.1.5. he resigns office by notice to the Company; or

15.1.6. he ceases to be a Member of the Company.

16. DIRECTORS' INTERESTS

16.1. Subject to the provisions of the Act, these Articles of Association, and provided that he has disclosed to the Board the nature and extent of any material interest, a Director, notwithstanding his office:

16.1.1. may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;

16.1.2. may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and

16.1.3. shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be treated as void on the ground of any such interest or benefit.

16.2. For the purposes of the preceding Article:

16.2.1. a general notice given to the Board that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Member has an interest in any such transaction of the nature and extent so specified; and

16.2.2. an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

17. DELEGATION TO COMMITTEES OF THE DIRECTORS AND HOLDERS OF EXECUTIVE OFFICE

17.1. The Directors may delegate any of their powers to any committee whether or not such committee is comprised wholly or partly of Members; they may also delegate to the Chairman or any Member holding any executive office such of their powers as they consider desirable to be exercised by him.

17.2. Any delegation of powers under the preceding Article may be made subject to such conditions as the Directors may impose and either collaterally with or to the exclusion of their own powers and may be revoked or altered.

17.3. All contracts with third parties in connection with the discharge of the functions of a committee shall be entered into by the Chairman of the committee or by some other Member of that committee appointed by the Directors or, in his absence, by some other Director; no other member of a committee shall contract, or hold himself out as contracting, on behalf of the Company.

17.4. All acts done by a committee shall, notwithstanding that it is afterwards discovered that there was a defect in the appointment of any Member of the committee or that any Member of the committee was not qualified to act as such, be as valid as if every such person had been duly appointed and was so qualified.

17.5. A resolution in writing signed by all the Members of a committee shall be as valid and effectual as if it had been passed at a meeting of the committee duly convened and held; it may consist of several documents in the same form each signed by one or more Members of the committee.

18. ACCOUNTS

18.1. The Board shall cause accounting records to be kept by the Company in accordance with the Act and all other applicable statutory requirements and such accounting records shall, in particular, contain entries from day to day of all sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure take place and a record of the assets and liabilities of the Company; such accounting records shall be open to inspection at all times by any Director of the Company;

18.2. The Company shall comply with all statutory accounting requirements applicable to the Company from time to time and, in particular, the Company's annual statement of account shall be audited or examined in accordance with the instructions of the Directors.

18.3. The accounting records shall be kept at the Office or, subject to the Act, at such other place or places as the Directors may think fit, and the accounting records shall always be open to the inspection of any Director.

19. AUDITORS

19.1. Where the Act or any other relevant legislation requires the Company to be audited, auditors of the Company shall be appointed annually by the Board and their duties shall be regulated in accordance with the Act.

20. NOTICES

20.1. A notice may be served by the Company upon any member, either personally or by sending it by post, fax, email or other appropriate electronic means, addressed to such member at his address as appearing in the Register of Members or as supplied to the Company for this purpose.

20.2. Any notice whether served by post or otherwise, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post or is otherwise despatched.

20.3. The business of the Company and all its correspondence with and notification to or from members may be conducted equally validly and effectively if transmitted by fax or email or other appropriate electronic means (except where a member specifically requests all such correspondence and notification by post) or otherwise if publicised on the website of the Company where the Company has advised each member of this and has taken due steps to notify by other reasonable means all other members who state that they do not have access to the internet.

20.4. A Member present at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.

21. WINDING UP

21.1. Upon the winding up or dissolution of the company its assets after satisfaction of its debts and liabilities shall not be paid to or distributed among the Members of the company or returned to the donors but shall be transferred to such other charitable company, trust or association having objects similar to the objects of the Company as the Directors may determine.

22. LIABILITIES

22.1. For the purposes of this Article a “Liability” is any liability incurred by a person in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or otherwise in connection with his duties, powers or office. Subject to the provisions of the Act and without prejudice to any protection from liability which may otherwise apply:

22.1.1. to the full extent permitted by law, the Directors shall have power to purchase and maintain for any Director, any auditor of the Company and any officer of the Company (not being a Director or auditor of the Company), insurance against any Liability.

22.1.2. to the full extent permitted by law, every Director or auditor of the Company and every officer of the Company (not being a Director or auditor of the Company) shall be indemnified out of the assets of the Company against any loss or liability incurred by him in defending any proceedings in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from any Liability.