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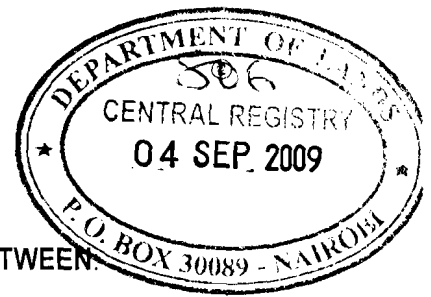
KENYA EDUCATION NETWORK

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TRUST DEED

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Mohammed Muigai Mboya  
Advocates  
P O Box 61323  
NAIROBI



THIS TRUST DEED is made on the 9<sup>th</sup> day of November 2000 BETWEEN:

(1) **UNIVERSITY OF NAIROBI** a university duly established and operating as such in the Republic of Kenya under The University of Nairobi Act Chapter 210 Laws of Kenya and of Post Office Box 30197 Nairobi; and

(2) **UNITED STATES INTERNATIONAL UNIVERSITY** in Nairobi a university duly established and operating as such in the Republic of Kenya under the The Universities Act Chapter 210B Laws of Kenya and of Post Office Box 14634 Nairobi; and

(3) **JOMO KENYATTA UNIVERSITY OF AGRICULTURE AND TECHNOLOGY** a university duly established and operating as such in the Republic of Kenya under The Universities Act Chapter 210B Laws of Kenya and of Post Office Box 62000 Nairobi; and

(4) **MOI UNIVERSITY** a university duly established and operating as such in the Republic of Kenya under Moi University Act Chapter 210A Laws of Kenya and of Post Office Box 3900 Eldoret; and

(5) **DAYSTAR UNIVERSITY** a university duly established and operating as such in the Republic of Kenya under The Universities Act Chapter 210B Laws of Kenya and of Post Office Box 44400 Nairobi; and

(hereinafter together called "the Founders") and

(6) **PROFESSOR FRANCIS JOHN GICHAGA** of Post Office Box Number 30197 Nairobi in the Republic of Kenya; of the first part;

(7) **DOCTOR FREIDA BROWN** of Post Office Box Number 14634 Nairobi in the Republic of Kenya; of the fourth part;

(8) **PROFESSOR RATEMO WAYA MICHIEKA** of Post Office Box Number 62000 Nairobi in the Republic of Kenya; of the second part;

(9) **PROFESSOR RAPHAEL MUATINE MUNAVU** of Post Office Box Number 3900 Eldoret in the Republic of Kenya; of the third part;

(10) **PROFESSOR STEPHEN ERISA JOSEPH TALITWALA** of Post Office Box 44400 Nairobi in the Republic of Kenya; of the fifth part.

(hereinafter together called "the Trustees").

#### WHEREAS:

1. The Founders have resolved to establish under irrevocable trusts the Kenya Education Network Trust ("the Trust") for the objects hereinafter declared.

2. The Trustees have agreed to act as the first trustees of the Trust.

3. The Founders have raised the sum of Kenya Shillings Seven Hundred and Fifty Thousand (Kshs. 750,000.00) (the "Original Sum") and hereby convey the same unto the Trustees to hold for the purposes of this trust and the Trustees intend to raise other funds and accept subscriptions and gifts for the said objects.

**NOW THIS DEED WITNESSES AND IT IS HEREBY DECLARED** as follows:

## **1. DEFINITIONS AND INTERPRETATION**

(1) In this Deed and in its Schedules the following words and expressions shall have the meanings hereinafter respectively ascribed to them unless the context otherwise requires:

(1) "**Beneficiary**" shall mean and include in relation to a particular Member (as defined in the Schedule hereto) any student for the time being registered at the Member whether on a part time or full time basis and any teacher lecturer professor for the time being employed by the Member whether on a part time or full time basis;

(2) "**Educational Institutions**" means public universities private universities research institutions polytechnics and all other institutions of tertiary education in the Republic of Kenya;

(3) "**the Founders**" shall include any entity, body corporate, company, Educational Institution or other organisation carrying on substantially the same business as that now carried on by the Founder and in succession thereto;

(4) "**Investments**" means any immoveable property in the Republic of Kenya or else where which shall include land whether covered by water or not and any estate right interest or easement over land and things attached to land or permanently fastened to anything attached to land and cash or monies on current or deposit account and includes any meaning ascribed by clause 10 herein;

(5) "**Management Committee**" means such committee as defined in the Rules hereto;

(6) "**the Original Sum**" means the sum of Kshs. 750,000.00 raised by the Founders;

(7) "**the Trust**" means the trust constituted by this Deed and to be known as the Kenya Education Network or by such other name as the Trustees may from time to time determine;

(8) "**the Trust Fund**" means the Original Sum and all other money and property which may be paid or transferred to the Trustees for the said objects and the investments and property from time to time representing the same;

(9) "**the Trustee Act**" means the Trustee Act Chapter 167 Laws of Kenya;

(10) "**the Trustees (Perpetual Succession) Act**" means the Trustees (Perpetual

Succession) Act Chapter 164 Laws of Kenya.

(11) "**the Trustees**" means any such person or persons who shall from time to time be the trustee or trustees of the trusts of the Trust Deed.

(2) In this Deed and in its Schedules unless the context otherwise requires:

(1) words importing the singular number include the plural and vice versa;

(2) words importing any gender include every gender;

(3) where a word or phrase is given a particular meaning other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

(4) words importing persons include natural persons partnerships trusts associations and bodies corporate;

(5) the clause sub-clause paragraph or Schedule headings and bold print are included for ease of reference only and shall not affect the interpretation of this Deed;

(6) a reference to any statute includes a reference to that statute as amended modified or replaced from time to time and includes orders ordinances regulations rules and by-laws made under or pursuant to that statute.

## 2. NAME

The trust hereby constituted shall be known as the Kenya Education Network.

## 3. COMMENCEMENT

The Trust shall be deemed to have been established in Kenya under irrevocable trusts declared hereby with effect from the November 9, 2000 ("the Commencement Date") and with effect from such date the Founders appoint the Trustees to be the first trustees hereof and the Founders and the Members shall participate in the trusts hereof from such date.

## 4. OBJECTS

(1) The objects of the Trust are:-

(a) to provide a sustainable and high-speed Internet connectivity to Educational Institutions;

(2) to facilitate electronic communication among Beneficiaries in Educational Institutions;

(3) to support the sharing of teaching and learning resources among Educational Institutions;

(4) to support teaching and learning over the Internet for Beneficiaries in Educational

Institutions both in Kenya and outside;

(5)to collaborate in the development of relevant content of syllabi in Educational Institutions;

(6)to collaborate in research in Educational Institutions.

(1)In furtherance of the above objects but not otherwise the Trustees shall have the following powers:-

(1) to employ and pay any person or persons (not being a trustee hereof) to supervise organise and carry on the work authorised by the Trustees;

(2)to raise funds and invite and receive contributions from any person or persons whatsoever by way of loan, subscription, donation and otherwise **provided that** the Trustees shall not undertake any permanent trading activities in raising funds for the said objects;

(3)to co-operate and collaborate with voluntary bodies and statutory authorities operating in similar charitable fields and to exchange information and advice;

(4)to establish and operate both current accounts and deposit accounts with bankers in the name of the Trust **provided that** cheques drawn on such accounts shall be signed by not less than two Trustees;

(5)to purchase take on lease or in exchange hire or otherwise acquire any property (moveable and immovable) and any rights and privileges necessary for the attainment of the said objects and to construct maintain and alter any buildings or erections so necessary as aforesaid;

(6)to make regulations for the management of any property which may be acquired;

(7)to sell let mortgage dispose of or turn to account all or any of the property or assets of the Trust;

(8)to invest Trust moneys not immediately required for the said objects in or upon such investments or securities or property as are authorised by the terms of this Deed and the Trustee Act;

(9)to do all such other or lawful things as are necessary for the attainment of the said objects.

## 5.FOUNDERS' COVENANTS

The Founders hereby covenant with the Trustees as follows:-

(1)To observe the provisions of and perform their obligations under this Deed and the Rules

(2)To pay all contributions (under the Rules hereto) incurred and required in connection with the formation, management and administration of the Trust and the execution of the trusts hereof **provided that** the Founders shall have the right to discontinue payment of contributions to the Trust upon giving written notice to the Trustees and in the event of such discontinuance and the Trustees resolving that the Trust shall be wound up the Trust shall be dealt with in accordance with clause 20 hereof.

## 6. TRUSTEES' COVENANTS

The Trustees hereby covenant with the Founders as follows:-

(1)To manage and administer the Trust on behalf of the Founders and for the sole benefit of the Beneficiaries in accordance with this Deed and the Rules;

(3)To collect all sums contributed by the Members in accordance with the Rules together with its own funds raised and other such payments as are to be made hereunder or under the Rules;

(4) To apply for incorporation under the Trustees (Perpetual Succession) Act immediately upon execution of this Deed;

(5)To comply with the provisions of this Deed.

## 7. POWER TO MAKE RULES AND REGULATIONS

Within the limits imposed by this Deed the Trustees shall have power to make vary and revoke Regulations for:

(1)the time place and method of calling meetings of the Trustees;

(2)the custody of monies deeds securities and documents belonging to the Trust **(including regulations enabling any property forming part of the Trust Fund to be vested in the name if the Board of Trustees of KENET);**

## 8. AMENDMENT

The Trustees may at any time and from time to time with the consent of the Founders amend by deed or deeds stated to be supplemental hereto vary any of the provisions of this Deed other than those in clause 4 and this clause **provided that** no amendments be made which:

(1)would cause the Trust to cease to be a trust at law; or

(2)would vary the objects of the Trust; or

(3)would authorise the payment of any part of the Trust Fund to any other person subject  
always to clause 18(2).

## 9. POWER CONFERRED BY LAW

(1)The Trustees in addition to the powers conferred by sections 24 and 26 of the Trustee Act may employ any duly qualified agent or servant to transact any or all business within the scope of his expertise of whatever nature required to be done in furthering the said objects and shall be entitled to be allowed and paid all reasonable and proper out-of-pocket expenses incurred by them provided that all acts and proceedings of such agent or servant to whom powers are so delegated shall be fully and promptly reported back to the Trustees as soon as possible and provided further that the Trustees shall exercise reasonable supervision over such agent or servant.

(2)It is hereby declared that in addition to any powers or provisions for the indemnity or otherwise for the protection of the Trustees conferred by or contained in this Deed, the Trustees shall be entitled to exercise any powers conferred by law on trustees if and in so far as a contrary intention is not expressed in this Deed and to have the benefit of any indemnity or other protection given by law to trustees.

## 10. AUTHORISED INVESTMENT

- (1) Trust monies requiring investment under the Trusts hereof may be invested in the purchase of or at interest upon the security of such stocks funds shares securities or other investments of whatsoever nature as the Trustees shall in their absolute discretion think fit to the intent that the Trustees shall have the same full and unrestricted powers of investing and transposing investments in all respects as if they were absolutely entitled to the Trust Fund beneficially.
- (2) Money may be left uninvested on deposit at a bank on such terms in such amount and for such period as shall for the time being be permitted in law.
- (3) The Trustees may permit any investments to be held by any trust corporation as Custodian Trustee hereof and may also permit any securities transferable by delivery to be held on the account of the Trustees by any bank and the Trustees may make such arrangements as they think fit for the collection of the income of such investments or securities.

## 11. SECRETARY & TREASURER

The Trustees may from time to time appoint one of the Trustees to be secretary and one of the Trustees to be treasurer of the Trust which persons shall act in such position for a period not exceeding one year.

## 12. PROCEEDINGS

- (1) Four Trustees shall form a quorum and subject to clause 12(3) hereof a meeting of Trustees at which a quorum is present shall be competent to exercise all or any of the

powers and discretions vested in the Trustees.

- (2) The Trustees shall elect one (1) of their number as Chair who shall serve in such position for a period of two years.
- (3) The Chair shall manage the day to day affairs of the Trust.
- (4) On being requested by any one of the Trustees at any time the Secretary shall convene a meeting of the Trustees upon ten days written notice to each Trustee (other than a Trustee for the time being not in the Republic of Kenya). Any notice posted ten days before the date of the meeting shall be deemed to have been duly served
- (5) The Chair shall preside at all meetings of the Trustees save that if at any meeting the Chair is not present within ten minutes after the time appointed for the same the Trustees may choose one of their number to be Chair of that meeting.
- (6) Questions arising at any meeting shall be decided by a majority of votes (each Trustee present having one vote) and in case of an equality of votes the Chair shall have a second or casting vote.
- (7) The majority shall be a simple majority.
- (8) Every notice of a meeting shall state the place day and hour of the meeting and the business to be transacted thereat.

### 13. RECORDS AND ACCOUNTS

- (1) The Secretary shall cause proper minutes to be kept and entered in a book provided for the purpose of all their resolutions and proceedings and any such minutes of any meeting of the Trustees purporting to be signed by the Chair of such meetings or by the Chair of the next succeeding meeting shall be conclusive evidence of the matters stated in such minutes.
- (2) The Trustees shall with due diligence cause to be done:-
  - (a) the keeping of accounting records for the Trust;
  - (b) the preparation of annual statements of account for the Trust;
  - (c) the auditing or independent examination of statements of account of the Trust.

### 14. APPOINTMENT REMOVAL & RETIREMENT OF TRUSTEES

- (1) The number of trustees shall be not more than seven and not less than five. No person may be appointed and hold office as a Trustee unless he is at the time of his appointment a vice chancellor of any of the public or private universities in the Republic of Kenya being university by virtue of an Act of Parliament or Charter and **provided that** once he no longer holds the position of vice chancellor he shall automatically cease to hold office as a Trustee



and his successor shall be the vice chancellor appointed to succeed him and **provided always that** of the seven trustees at least two shall be appointed from research institutions and the private sector (other than private universities).

(2) Subject to clause 14(1) a new Trustee may be appointed by a resolution of the Trustees recorded in the minutes and signed by the new Trustee and such record shall be conclusive evidence of his appointment.

(3) Notwithstanding clause 14(1) the office of a Trustee shall be vacated if a Trustee

(a) becomes incapable by reason of mental disorder illness or injury of managing and administering his affairs;

(b) resigns his office by notice in writing; or

(c) is absent from three consecutive meetings of the Trustees and/or for good or sufficient reason three quarters of the other Trustees pass a resolution that such Trustees shall be removed from office **provided that** a Trustee who is faced with removal shall have the right to be heard by the other Trustees before a vote is taken;

(4) A Trustee may retire at any time (whether or not any other person has been appointed or otherwise continues as trustee of the Trust in his place) upon giving to the Chair (or if there be no Chair for the time being to each of the Trustees) not less than three (3) months notice in writing of his intention to do so **provided that** such retirement may with the consent (if there be a Chair for the time being) of the Chair take effect prior to the expiry of such three(3)month period if either:

(a) some other person (or persons) shall have been appointed to act as trustee of the Trust in place of the Trustee; or

(b) if there be more than one Trustee who wishes to retire there will remain at least five other Trustees as trustees of the Trust;

(c) such earlier retirement is approved by a resolution.

(5) The number of Trustees shall not be less than five in the event of their number falling below five such additional Trustees or Trustee shall forthwith be appointed as shall be necessary to make their number up to five so that the Trustees may while their number is below five only act for the purpose of appointing additional trustees or trustee for no other purpose.

(6) Any retiring Trustee or any Trustee who shall have been removed shall take all such action execute all such documents and generally do all such things as shall be necessary or be reasonably required to vest the Trust Fund in or place it under the control of any new Trustee or any continuing Trustee (as the case may be).

## 15. COSTS AND CHARGES

(1) Save as hereinbefore expressly provided the Trust Fund and the income thereof shall be applicable solely towards the purposes of the Trust and no Trustee shall take or hold any interest therein save in his capacity as a Trustee or receive any remuneration or be interested in the supply of goods or services at the cost of the Trust in any circumstances whatsoever **provided that** this sub-clause shall not prevent a Trustee from holding office or being a shareholder in a public company shares in which are held upon the trust hereof or from obtaining the repayment of reasonable and proper out-of-pocket expenses incurred in connection with the trusts hereof **and provided further that** neither the Trustees nor any of them shall concur in exercising any voting rights in respect of any shares stock or debentures or other securities comprised in the Trust Fund in such a way that a personal benefit is thereby secured to the Trustees or any of them **and also provided further that** the Trustees shall be entitled to effect policies of insurance or indemnity and pay any premiums thereon to cover the liability of the Trustees (or any of them) which by virtue of any rule of law would otherwise attach to them in respect of any negligence default breach of duty or breach of trust of which they may be guilty in relation to the Trust provided that any such insurance or indemnity shall not extend to any claim arising from wilful fraud or wrong doing or wilful neglect or default on the part of the Trustee (or any of them)..

## 16. LIABILITY OF TRUSTEES

- (1) No Trustee shall incur any liability by reason of any error or any matter or thing done suffered or omitted to be done by it in good faith under this Deed **provided always** that nothing contained in this clause or in any provision of this Deed shall exempt a Trustee from or indemnify them against any liability for breach of trust where the Trustee fails to show the degree of care and diligence required of them as Trustee having regard to the provisions of this Deed conferring on the Trustees any trusts rights powers authorities or discretions and **provided further that** nothing contained in this clause or in any provision of this Deed shall exempt the Trustee from liability for wilful and individual fraud or wrongdoing or wrongful omission on his part.
- (2) Any statement in writing signed by the Trustees or any two of them to the effect that any contract deed or act signed executed or done by the Trustees is signed executed or done in accordance with and is authorised by the Trust's powers and provisions herein declared and contained shall in favour of any purchaser or other person dealing with the Trustees be conclusive evidence of the fact.

## 17. REORGANISATION AND RECONSTRUCTION OF THE FOUNDERS

If on reorganisation or reconstruction of any of the Founders such Founder shall enter into an arrangement for the continuing Founder to undertake the Founder's rights and obligations under this Deed, the new Founder shall bind itself by deed to assume such rights and obligations then subject to such changes as may be necessary the trusts hereby created shall continue to have effect as though the new Founder had been a party hereto from the date hereof and the Founder shall be released from all obligations under this Deed and Rules.

## 18. TERMINATION AND WINDING UP OF THE TRUST

- (1) The Trust shall commence on the date hereof and shall terminate on the happening of any of the following events:-
  - (a) upon the expiry of at least six (6) months' notice given by the Chair to the Trustees that a law has been passed which renders it illegal or in the opinion of the Chair impracticable inadvisable or contrary to the interests of the Trustees to continue the Trust or that by virtue of the terms of any official licence or authorisation it is in the opinion of the Chair impracticable inadvisable or contrary to the interest of the Trustees to continue the Trust;
  - (b) in accordance with the terms of any resolution of the Trustees so determining **subject always** to the provisions of clause 14(2).
- (2) If the Trustees at any time unanimously decide that it is expedient to discontinue the Trust any assets remaining after the satisfaction of all its debts and liabilities shall not be paid to or distributed among the Trustees but shall be given to such other Educational Insitutions or institutions having similar objects to the Trust as the Trustees shall decide.

## 19. GOVERNING LAW

This Deed shall in all respects be governed by and construed in accordance with the laws of Kenya.

## 20. ARBITRATION

Save where by this Deed the decision of the Trustees is made final if at any time hereafter any dispute difference or question shall arise between the Founders the Trustees the Members or other persons or their personal representatives or any of them respectively touching the construction meaning or effect of this Deed or any cause or thing therein contained or the rights or liabilities of the said parties respectively or any of them under this Deed or otherwise howsoever in relation to the Trust then every such dispute or question shall be referred to arbitration by a single arbitrator appointed by agreement between the parties and in default of such agreement by the Chairman for the time being of the Chartered Institute of Arbitrators (Kenya Branch) in accordance with and subject to the provisions of the Arbitration Act (Chapter 49) Laws of Kenya or any statutory modification or re-enactment thereof for the time being in force.

## 21. NOTICES

Any notice which under the provisions of this Deed is required to be given to or served upon the Trustees shall be served in writing delivered or addressed to the Trustees care of the addresses given in the descriptive clause of this Deed.

**IN WITNESS WHEREOF** the Founders have caused their respective Common Seals to be hereunto affixed and the Trustees have hereunto set their hands the day and year first hereinbefore written.

**SCHEDULE**  
**The Rules of the Kenya Education Network Trust**

**1. Definitions**

In these Rules where consistent with the context the words and expressions defined in the Trust Deed shall have the meanings assigned thereto and in addition the following words and expressions shall in these Rules and where applicable in the Trust Deed have the following meanings:

**"Entry Date"** shall mean the Commencement Date or the first day of each calendar month thereafter;

**"Member"** shall mean an Educational Institution which has been admitted as a Member of the Trust in accordance with Rule 2;

**"Trust Deed"** shall mean the Trust Deed constituting the Trust and to which these Rules constitute the Schedule (being an integral part of the Trust Deed) and any deed expressed to be supplemental thereto; references to the "Trust Deed" or to "this Deed" shall be deemed to include the Rules.

The singular includes the plural and vice versa.

The masculine includes the feminine and vice versa.

**2. Membership**

(1) All persons falling within the definition of "Educational Institution" on the Commencement Date and every other person who becomes an Educational Institution shall be eligible to become a Member of the Trust upon the Commencement Date or (as the case may be) the Entry Date provided that the Founders shall have an overriding discretion to determine without assigning any reasons therefore who may or may not become a Member of the Trust.

(2) A Member shall not thereafter cease to be a Member whilst he remains an Educational Institution.

**3. Contributions**

Subject to the provisions of the Trust Deed and as a condition precedent to becoming a Member under the Trust on the Member's Entry Date it shall contribute a non-refundable sum of Kshs. 100,000.00 and Kshs. 20,000.00 annually each year thereafter.

**4. Management Committee**

(1) In order to assist the Trustees in carrying out their duties hereunder, there shall be a Management Committee, consisting of not less than five and not more than seven members and at

least one of whom shall be a Trustee. All the Members of the Committee shall be appointed and may be removed by the Trustees. A member of the Committee may also retire at any time by notice in writing to the Trustees.

(2)The Committee shall appoint one of their member to be a secretary ("the Committee Secretary") for such period and upon such terms as the Committee shall determine.

(3)The Committee may meet together for despatch of business, adjourn and otherwise regulate their proceedings as they think fit, and may determine the quorum necessary for the transaction of the business. Until otherwise determined, three members of the Committee shall form a quorum. Any member of the Committee may at any time convene a meeting of the Committee to be held at such place in Kenya as may be convenient.

(4)The Committee may elect a chairman of their meetings and determine the period for which he is to hold office. But if no such chairman be elected or if at any meeting he is not present at the time appointed for holding the same, the members of the Committee present at the time shall choose one of their number to be chairman of such meeting.

(5)Questions arising at any meeting of the Committee other than the election of a chairman thereof shall be decided by majority of votes on a show of hands of those present and voting thereon so that the majority voting shall bind the remaining members of the Committee whether voting or not and in the case of any equality of votes the chairman shall have a second or casting vote.

(6)Any resolutions passed by the Committee shall only be recommendations to the Trustees and will not be binding on the Trustees unless ratified and adopted by the Trustees.

(7)On being requested by any member of the Committee at any time the Committee Secretary shall convene a meeting of the Committee upon seven days' written notice to the members the Committee. Any member not for the time being in Kenya shall not be entitled to receive notice of a meeting.

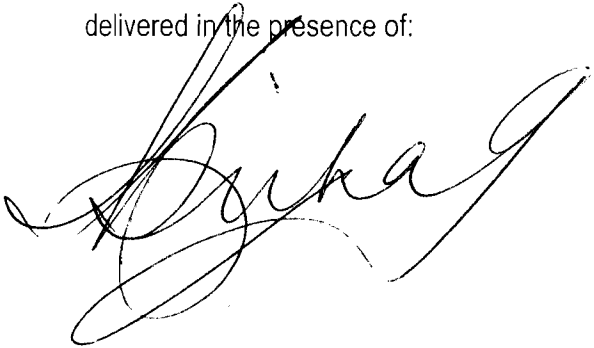
(8)The Committee Secretary shall keep minutes of all the meetings of the Committee and the passing of resolutions shall be recorded in such minutes. A document certified by the Committee Secretary to be a true copy of a resolution of the Committee shall be sufficient evidence thereof.

(9)The remaining members of the Committee shall have power to act notwithstanding any vacancy in their number.

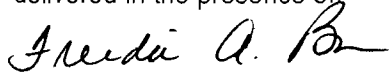
## **5. Representation of Founders**

In all matters to do with the exercise of the Founders' obligations and powers under the Trust Deed each Founder shall be represented by one person nominated by the Founder in its sole discretion for a term to be determined by each Founder in its sole discretion and all representatives shall have equal voting rights in making decisions that fall within the Founders' discretion under the Trust Deed which decisions shall be decided by a majority of votes and the majority shall be a simple majority.

SEALED with the Common Seal  
of **UNIVERSITY OF NAIROBI** and  
delivered in the presence of:

A large, stylized handwritten signature in black ink, appearing to read 'Dyika'.

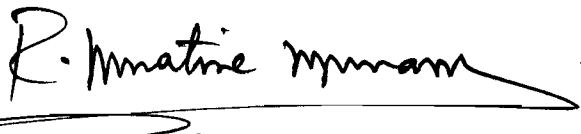
SEALED with the Common Seal  
of **UNITED STATES INTERNATIONAL  
UNIVERSITY** and  
delivered in the presence of:

A handwritten signature in black ink, appearing to read 'Freddie A. B...'.

SEALED with the Common Seal  
of **JOMO KENYATTA UNIVERSITY OF  
AGRICULTURE AND TECHNOLOGY** and  
delivered in the presence of:

A handwritten signature in black ink, appearing to read 'R. M. M...'.

SEALED with the Common Seal  
of **MOI UNIVERSITY** and  
delivered in the presence of:

A handwritten signature in black ink, appearing to read 'R. Imatire M...'.

SEALED with the Common Seal  
of DAYSTAR UNIVERSITY and  
delivered in the presence of:

*John Jalitwala*

**FRANCIS KINYUA**  
ADVOCATE  
P.O. Box 75362 - 00200  
NAIROBI, KENYA.

SIGNED as a Deed by the said  
FRANCIS JOHN GICHAGA  
in the presence of:

*Francis John Gichaga*

**FRANCIS KINYUA**  
ADVOCATE  
P.O. Box 75362 - 00200  
NAIROBI, KENYA.

SIGNED as a Deed by the said  
FREIDA A. BROWN  
in the presence of:

*Freida A. Brown*

**FRANCIS KINYUA**  
ADVOCATE  
P.O. Box 75362 - 00200  
NAIROBI, KENYA.

SIGNED as a Deed by the said  
RATEMO W. MICHIEKA  
in the presence of:

*Ratemo W. Michieka*

**FRANCIS KINYUA**  
ADVOCATE  
P.O. Box 75362 - 00200  
NAIROBI, KENYA.

SIGNED as a Deed by the said  
RAPHAEL MUATINE MUNAVU  
in the presence of:

*R. Muatine Munavu*

**FRANCIS KINYUA**  
ADVOCATE  
P.O. Box 75362 - 00200  
NAIROBI, KENYA.

SIGNED as a Deed by the said  
STEPHEN ERISA JOSEPH TALITWALA  
in the presence of:

)  
) *Joseph Talitwala*  
)  
)  
)  
)  
)  
)

FRANCIS KINYUA  
ADVOCATE  
P.O. Box 15362 - 00200  
NAIROBI, KENYA.

REPUBLIC OF KENYA  
REGISTRY OF DOCUMENTS  
NAIROBI

15:35hrs 04-09-2009  
Registered at.....

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⑦ *[Signature]*  
Registrar

*P. T. Lubulellak 030*