**THE COMPANIES ACT NO. 17 OF 2015**

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

**AMENDED**

**MEMORANDUM AND**

**ARTICLES OF ASSOCIATION**

**OF**

**SYOKIMAU RESIDENTS ASSOCIATION**

**Incorporated on the16th day of February 2010**

Naikuni Ngaah & Miencha Co. Advocates Embassy House, 1st Floor

Room 105, Harambee Avenue P.O. Box 4916-00100

Nairobi, Kenya

# OUR REF: AK/GEN-2010

# THE COMPANIES ACT NO. 17 OF 2015

**COMPANY LIMITED BY GUARANTEE**

**AND NOT HAVING A SHARE CAPITAL**

**AMENDED MEMORANDUM OF ASSOCIATION**

**OF**

**SYOKIMAU RESIDENTS ASSOCIATION**

1. The name of the Association is **SYOKIMAU RESIDENTS ASSOCIATION**.
2. The registered office of the Association will be situated in the Republic of Kenya.
3. The objects for which the Association is established are: -

To benefit the residents of Syokimau within Mavoko Municipality by associating together as residents, and also with the central government, the local authorities, voluntary and other organizations to improve the quality of life in Syokimau and to engender a sense of community through the provision of community activities and facilities and in particular but without prejudice to the generality of the foregoing:-

* 1. (i) to engage contractors agents workmen and others to carry out works for the upkeep improvement and amenity of the Estate and its approaches.

(ii) to collect from residents on the Estate such contributions or subscriptions towards the Association's expenses and to provide for its future commitments and contingencies as may be determined in accordance with the Articles of Association.

* 1. To enter into such arrangements as may deem desirable:
		1. to acquire by purchase or otherwise real property and property of any tenure or interest

thereto which the Association may think necessary or convenient for the promotion of its objects and to erect and construct houses buildings or works of every description on any such property whether or not owned by the Association and to demolish rebuild enlarge alter and improve existing houses buildings or works, to convert and appropriate any such land into and for roads, streets, squares, gardens and pleasure grounds and other conveniences and generally to deal with and develop the property of the Association;

* + 1. to sell lease let mortgage or otherwise dispose of buildings and other property of the Association as may be thought expedient with a view to the promotion of its objects;
		2. to vest any movable or immovable property, rights, privileges or interests acquired by or belonging to the Association in any person or Association on behalf of or for the benefit of the Association and with or without any declared trust in favour of the Association;
		3. To join or liase with any governmental or non-governmental agency association or authority, supreme, municipal, local or otherwise, or any person or company on measures considered by the Association to be necessary from time to time for the development and support of the objectives of the Association;
		4. to enter into any arrangements with any government or authority, supreme, municipal, local or otherwise or any person or company and to obtain from any such government, authority, person or company any grant, rights, privileges, charters, contracts, licences and concessions which the directors of the Association or any of them may think it desirable to obtain and to carry out, exercise and comply therewith. To improve manage, develop, turn to account, grant, rights or privileges in respect of or otherwise deal with any property, rights and privileges of the Association. To apply for, secure, acquire by grant, legislative enactment, assignment, transfer, purchase or otherwise and to exercise, carry out and enjoy any charter, licence, power, authority, franchise, concession, right or privilege which any government or authority, supreme, municipal, local or otherwise or any corporation or other public body may be empowered to grant and to pay for, aid in and contribute towards carrying the same into effect and to appropriate any of the Association's debentures or other securities and assets to defray the necessary cost, charges and expenses thereof;
		5. to apply for, purchase or otherwise acquire and protect and renew in any part of the world any patents, patent rights, brevets d'invention, copyrights, trade marks, designs, formulas, licences, concessions and the like, conferring

any exclusive or non-exclusive or limited right to their use or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Association or the acquisition of which may seem likely, directly or indirectly, to benefit the Association and to use, exercise, develop or grant licences in respect thereof or otherwise turn to account the property , rights or information so acquired and to expand monies in experimenting upon, testing or improving any such patents, inventions or rights;

* + 1. to establish or promote or concur in establishing or promoting any company association, syndicate or partnership of any kind for the purpose of its acquiring and taking over all or any part of the undertaking, property, assets and liabilities of the Association or for any other purpose which may in the opinion of the directors of the Association, seem likely, directly or indirectly, to benefit the Association and to place or guarantee the placing for, underwrite, subscribe for, conditionally or unconditionally, issue on commission or otherwise acquire all or any part of the shares, stock, debentures or other securities of any such other company;
		2. to receive money on loan and borrow or raise or secure the payment of money in such manner as the directors of the

Association may think fit and to secure the same or the payment or performance of any debt, liability, contract, guarantee or other engagement incurred or to be entered into by the Association in any way and in particular by the issue of debentures or debenture stock (perpetual or otherwise) or legal and equitable mortgages or charges upon all or any of the Association's property (both present and future) including its uncalled capital and to purchase, redeem or pay off any such securities;

* + 1. to lend money with or without security and to invest and deal with moneys of the Association not immediately required for its purposes in or upon such investments, securities or property and in such manner as may from time to time be determined.
		2. to open and operate a banking account or banking accounts and to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, drafts, cheques, bonds, debentures and other negotiable or transferable instruments;
		3. to apply for, promote and obtain any act, decree, order of court, regulation or other authorisation or enactment to enable the Association to carry any of its objects into effect or for effecting any modification of the Association's constitutions;
		4. to pay out of the funds of the Association all expenses which the Association may lawfully

pay with respect to the formation and registration of the Association or the issue of its capital, including brokerage and commission for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, stock, debentures or other securities of the Association;

* + 1. to undertake and execute any trust which may, in the opinion of the directors of the Association, be conducive to any of the objects of the Association;
		2. to do all or any of the above things in any part of the world and either as principals, agents, trustees, contractors or otherwise and either alone or jointly with others and either by or through agents, trustees, sub-contractors or otherwise;
		3. to accept contributions and donations for or towards the attainment of the objects of the Association or any of them.
		4. to do all such other things which may seem capable of being conveniently carried on in connection with the object of the Association and to deal with any other matters of interest to members.
1. the Association shall engage in revenue generation activities to bolster its finances, provided such revenue generation activities shall be lawful and socially acceptable.
2. It is hereby declared that the word “company” in this clause, except where used in reference to the Association, shall be deemed to include any partnership or other body of persons whether incorporated or not incorporated in the Republic of Kenya or elsewhere and that the objects specified in each of the paragraphs of this clause shall be regarded as independent objects and accordingly shall in no way be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph or the name of the Association but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined the object of a separate and distinct company . The meaning or any general word or words in any paragraph of this clause shall not be restricted by being construed ejusdem generis with particular word or words in the same paragraph.
3. The liability of the members is limited.
4. Every member of the Association undertakes to contribute to the assets of the Association, in the event of its being wound up while he or she is a member, or within one year of his or her ceasing to be a member, for payment of the debts and liabilities of the Association contracted before he or she ceases to be a member, and the costs, charges and expenses of such winding up and for the adjustment of the rights of the contributions among required not exceeding the sum of Kenya Shillings One Thousand (Kshs. 1,000/=).

We, the several persons whose names, addresses and occupations are subscribed are desirous of being formed into a company in pursuance of this memorandum of association.

|  |  |
| --- | --- |
| **Names, Postal Addresses and Occupations of Subscribers** | Signatures of Subscribers |
| 1. John Mwangi Thiong’oP.O. Box 8350 – 00100

**NAIROBI.**Accountant/Businessman |  **Signed** |
| 1. Felix Mogesa Motari

P.O. Box 1554 – 00100**GPO. NAIROBI**Lecturer | **Signed** |
| 1. Dickson Murira Karukwa

P.O. Box 3005 – 00200**NAIROBI**c/o D.C- Office Athi-River | **Signed** |
| 1. Ishmael Osewe Otieno

P.O. Box 49583 – 00100**NAIROBI**Flight Attendant | **Signed** |

Dated this day of 20.

WITNESS to the above Signatures: We hereby certify that this document was produced by

the process of xerography.

Naikuni Ngaah & Miencha Co. Advocates Embassy House, 1st Floor

GOERGE WANAM SALE
ADVOCATE
P.O. BOX 8925-00100
NAIROBI
SIGNED

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ADVOCATE
P.O. BOX 8925-00100
NAIROBI
SIGNED

**ISAAC OMEKE MIENCHA**

**ADVOCATE & COMMISSINER FOR OATHS**

**P.O. BOX 17946-00100, NAIROBI**

**SIGNED**

Room 105, Harambee Avenue P.O. Box 4916-00100

Nairobi, Kenya

**Note: This is the re-print of the Memorandum of Association of SYOKIMAU RESIDENTS ASSOCIATION adopted at an Extraordinary General Meeting of the company held on the 4th day of December, 2016 and referred to in the Special Resolution passed thereat.**

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|  |  |
| --- | --- |
| **Names, Postal Addresses and Occupations of Subscribers** | Signatures of Subscribers |
| 1. Ann Angira OkiyaP.O. Box 2143-00202

**NAIROBI.**Nurse | **Signed** |
| 1. Fredrick E.S. Kabusia

P.O. Box 28687-00200**NAIROBI**Engineer | **Signed** |
| 1. Maero Tindi

P.O. Box 73651-00200**NAIROBI**Trade Unionist | **Signed** |
| 1. Shadrack Lonzi Muli

c/o P.O. Box 7254-00200**NAIROBI**Engineer | **Signed** |

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| **Names, Postal Addresses and Occupations of Subscribers** | Signatures of Subscribers |
| 1. Francis Muema MwiluP.O. Box 25546 – 00100

**NAIROBI.**Engineer/Facilitator | **Signed** |
| 1. Wanjala Namasaka Boaz

P.O. Box 61130 – 00200**GPO. NAIROBI**A.O. III K.A.C.C | **Signed** |
| 1. David Okede Kevega

P.O. Box 69482 – 00400**NAIROBI**Graphic Designer | **Signed** |
| 1. Shadrack Nyamai

c/o P.O. Box 4916 – 00100**NAIROBI**Businessman. | **Signed** |

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| **Names, Postal Addresses and Occupations of Subscribers** | Signatures of Subscribers |
| 1. Job Mululu WanamiP.O. Box 52198–

**NAIROBI.**Businessman | **Signed** |
| 1. Francis Mayaka Bariso

P.O. Box 290-**MLOLONGO**Businessman | **Signed** |
| 1. Alloysius Ouma Ogangra

P.O. Box 68144 – 00200**NAIROBI**OCC – Technician | **Signed** |
| 1. Wilson Okeiga Okemwa

P.O. Box 3416 – 00100**NAIROBI**OCC – Technician | **Signed** |

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| **Names, Postal Addresses and Occupations of Subscribers** | Signatures of Subscribers |
| 1. Bonice Obure MisokaP.O. Box 19120-00501

**NAIROBI.**Accountant | **Signed** |
| 1. Moses Cheng’ole Karera

P.O. Box 1009-00200**NAIROBI.**Teaching | **Signed** |
| 1. Fredrick Okindi Bwana

P.O. Box 17195 – 00510**NAIROBI**Accountant | **Signed** |
| 1. Samuel Mutune Kithya

P.O. Box 30270 – 00100**NAIROBI**Medic | **Signed** |

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| **Names, Postal Addresses and Occupations of Subscribers** | Signatures of Subscribers |
| 1. Colfred Edward OnyangoP.O. Box 5762– 00100

**NAIROBI.**Accountant | **Signed** |
| 1. Lucy Mulongo Mamai

P.O. Box 4856-00100**NAIROBI**Cartographer | **Signed** |
| 1. Alloysius Ouma Ogangra

P.O. Box 68144 – 00200**NAIROBI**OCC – Technician | **Signed** |
| 1. Isaac Omeke Miencha

P.O. Box 17946 – 00100**NAIROBI**Lawyer | **Signed** |

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# THE COMPANIES ACT NO. 17 OF 2015

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

**AMENDED ARTICLES OF ASSOCIATION**

**OF**

**SYOKIMAU RESIDENTS ASSOCIATION**

**PREMLIMINARY**

1. The regulations contained in Fifth Schedule in the Companies (General) Regulations 2015 shall not apply to the Association except for Article 53.

# INTERPRETATION

1. **In** these Articles, if not inconsistent with the subject or context the words standing in the first column of the following Table shall bear the meanings set opposite to them respectively in the second column thereof:

WORDS MEANINGS

The Act The Companies Act No. 17 of 2015

These Articles These Articles of Association as now framed or

as from time to time altered by special resolution.

Association Syokimau Residents Association

The Secretary any person appointed to perform the duties of the Secretary of the Association

The Seal The Common Seal of the Association.

Kenya The Republic of Kenya

Month Calendar Month.

The Board The Board of Directors of the Association or the directors present at a duly convened meeting of the directors at which a quorum is present.

The Board of Directors

Also known as the Executive Committee (ExCom), comprise individuals nominated from each road within Syokimau Estate

The Directors The Directors for the time being of the Association or the Directors present at a meeting of the Board of Directors and includes any person occupying the position of the Director by whatever name called.

The Estate means the lands situate at and known as Syokimau within Mavoko Municipality, Athi River District.

Member Any person whether natural or legal, with an interest in land, property or legally registered businesss in Syokimau admitted to Membership of the Association by the Directors on receipt of written application.

Nominee means a person residing in a Plot in the Estate who is nominated as a Member in place of the owner of the said Plot, who must already be a Member.

Plot means any land within the Estate.

Plot Owner means any person or persons who holds or is entitled to hold the lessee’s interest in a Plot(s) or who holds or entitled to hold the freehold title of a Plot(s).

In writing Words written, printed, lithographed or represented or reproduced in any other mode in visible form.

Words signifying the singular number only shall include the plural number and vice versa; Words signifying the masculine gender only shall include the feminine gender;

Words importing persons shall include corporations;

The expression "directors" shall include an alternate director;

The expression "the secretary" shall include a temporary or assistant secretary and any person appointed by the Board to perform any of the duties of the secretary.

Reference in these Articles to any provision of the Act shall be construed as a reference to such provision as modified or re-enacted by any Act for the time being in force.

1. Subject to the last preceding Article, any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.

# MEMBERS

1. The subscribers to this Memorandum and Articles of Association and all Plot Owners who apply in writing for Membership of the Association shall be members of the Association. Only a Plot Owner the Nominee of a Plot Owner who is a Member may be a Member.
	1. A Plot Owner who is a Member may appoint a Nominee at his discretion to be a Member of the Association in his place. A Nominee Member may serve on a committee or a sub-committee. A Nominee may not become a Director and may not benefit from the disposal of assets of the Association. A Nominee may not vote on the disposal of the Assets of the Association.
2. The cessation, resignation and expulsion of Members is governed as follows;
3. A Subscriber shall cease to be a Member on death or on the date upon which the Directors of the Association accept the resignation of a Subscriber he having indicated his or her resignation in writing, whichever is the earlier or on ceasing to be a Plot Owner.
4. A Member shall cease to be such on death or on ceasing to be a Plot Owner or ceasing to be a nominee of a Plot Owner or on the Plot Owner who appointed the nominee ceasing to be a Plot Owner or on the date upon which the Directors of the Association accept the resignation of a Member, he having indicated his resignation in writing whichever is the earlier. On the disposal of a Plot, the new Plot Owner(s) shall, on application, be admitted to Membership of the Association.
5. Membership is not transferable.
6. If any Member shall refuse or wilfully neglect to comply with any of these Articles of Association or shall have been guilty of such conduct as in the opinion of the Directors either shall have rendered the Member unfit to remain a Member of the Association or shall be injurious to the Association or if the Directors shall for any other good reason require that a Member shall be expelled, such Member may, by a resolution of the Directors, be expelled from Membership provided that the Member shall have been given notice of the intended resolution for his expulsion and shall have been afforded an opportunity of giving orally or in writing to the Directors any explanation or defence as the Member may think fit.
7. Notice under this Article shall be deemed to have been served if it is served in accordance with the provisions set out in Article 78 of these Articles whether or not it is actually received by the Member intended to be served with such notice.
8. Where two or more persons jointly are the Plot Owners of a Plot in the Estate, they or their Nominees shall together constitute a maximum of two Members and shall decide amongst themselves who may apply for Membership. Only those persons whose names appear in the Register of Members or their Nominees shall be entitled to exercise the voting and other powers vested in such Members.
9. The Trustees in bankruptcy of any bankrupt Member or the Legal Personal Representative of any deceased Member shall be entitled to exercise the rights and duties of such a Member who was a Plot Owner.

# GENERAL MEETINGS

1. (a) The Association shall, in each year, hold a general meeting as its annual general meeting in addition to any other meetings in that year and shall specify the meeting as such in the notice calling it. Not more than fifteen (15) months shall elapse between the date of one (1) annual general meeting of the Association and that of the next. So long as the Association holds its first annual general meeting within eighteen (18) months of its incorporation, it need not hold it in the year of its incorporation or in the following year.

(b) Annual and other general meetings shall be held at such times and places as the Board shall appoint. All general meetings, other than annual general meetings, shall be called extraordinary general meetings.

1. (a) The Board may, whenever it thinks fit, convene an extraordinary general meeting

 (b) If the directors are required to convene a general meeting under section 277 of the ACT they shall convene it in accordance with section 278 of the Act.

 (c) if the directors do not convene a general meeting in accordance with section 278 of the Act, the members who requested the meeting, or any of them representing more than one half of the total voting rights of all them may themselves convene a general meeting in accordance with section 279 of the Act.

# NOTICE OF GENERAL MEETINGS

1. Every general meeting shall be called by at least twenty-one (21) days notice in writing (exclusive of the day on which it is served or deemed to be served and of the day for which it is given). The notice shall specify the place, the date and the time of such general meeting and, in case of special business, the nature of that business and shall be given, in manner hereinafter mentioned or any such other manner, if any, as may be prescribed by the Association in general meeting to such persons as are, under these Articles, entitled to receive such notices from the Association; Provided that with the consent in writing of all the members entitled to receive notice thereof, a meeting may be called by shorter notice than that specified in this Article.
2. In every notice calling a meeting there shall appear, with reasonable prominence, a statement that group communities shall vote through their representatives and in accordance with the votes allocated by the Association. Proxies will be limited to spouses

.

1. 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 such notice shall not invalidate the proceedings at that meeting.

# PROCEEDINGS AT GENERAL MEETINGS

1. All business shall be deemed special that is transacted at an extraordinary general meeting and also all business that is transacted at an annual general meeting with the exception of the consideration of the accounts and balance sheets (and any other documents accompanying or annexed thereto) the reports of the directors and auditors, the election of directors, the appointment of auditors and the fixing of the remuneration of the auditors.
2. No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Save as otherwise provided by these Articles,a third of the members present in person or by proxy or by attorney or, in the case of a corporation, represented in accordance with Article 36 shall be a quorum, provided that one (1) member holding the proxy of one (1) or more other members or one (1) person holding the proxies of two (2) or more members shall not constitute a quorum.
3. If, within thirty (30) minutes of the time appointed for the meeting, the quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case, it shall stand adjourned to the a day and time to be announced withina a week by the Board and if, at such adjourned meeting, a quorum is not present within thirty

(30) minutes of the time appointed for the meeting, the members present shall be a quorum.

1. The chairman (if any) or, in his absence, the deputy-chairman (if any) of the Board shall preside at every general meeting. If there is no such chairman or deputy- chairman or if, at any meeting neither is present within thirty (30) minutes and a further final Fifteen (15) minutes of the time appointed for the same, or if neither is willing to act as chairman, any members present chair the meeting, but resolutions of such meeting shall be of no force or effect until and unless ratified by the Board
2. The chairman of any meeting at which a quorum is present may, with the consent of the meeting and shall, if so directed by the meeting, adjourn any meeting from time to time and from place to place as the meeting determines but no business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given in the same manner as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
3. To move with the times, meetings may be either physical or virtual. Voting may also be electronic. Notices shall be posted electronically, and meeting attendance may be electronic.
4. In electronic meetings members shall declare themselves present at least one hour before the start of the meeting, by notice.
5. Notice of the meeting shall be made beforehand, and close of register shall be 7 days to the meeting.
6. Quorum of the meeting shall be 50% of registered members plus one .
7. In vitual meetings apologies by members shall not count as attendance, and neither shall apologies in physical meetings count for the purpose of voting.
8. If network fails during election, the election shall be adjourned to a future date which shall be announced to all members not later than a week after the date of the aborted meeting.
9. If a meeting is adjourned, the following meeting shall be decided by a simple majority of the members.

**ELECTION BOARD**

1. The Association may mandate any party with experience in managing elections to manage the elections of the Association to conclusion.
2. The Board shall constitute a permanent election committee. Each road, the roads for now being Airport, Mwananchi, Kiungani, Community, Katani and Parliament, shall nominate a member to the election committee.
3. The Board and the Elections committee shall constitute an election the Board three months to the election date for the purpose of good and acceptable management.
4. The election the Board shall follow the election rules made by the committee and approved by the Board beforehand, but may suggest alteration to the rules to suit changing situations that warrant change of rules.
5. Residents desirous of vying for elective positions shall not sit in the elections committee.
6. Voting shall commence on Friday at 8pm and close on Saturday at midnight. Declaration shall follow on Sunday between noon and 5pm.
7. Declaration of results shall happen at Annual General Meeting to be conducted within 24 hours of closure of voting, but during daytime.
8. Proxies and corporate members shall be declared and communicated to the committee 7 days to voting. Corporate members shall vote through their representatives and in accordance with the voting slots allocated to the group depending on their numbers
9. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time and place and in such manner as the chairman of the meeting shall direct.
10. Except as provided in Article 20, if a poll has been duly demanded, it 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.
11. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded and such demand may be withdrawn at any time.
12. On a poll votes may be given personally or by proxy or by attorney or by a representative of a corporation appointed in accordance with Article 32.
13. In the case of an equality of votes, either on a show of hands or on a poll, the chairman of the meeting shall be entitled to a second or casting vote.
14. If any vote shall be counted which ought not to have been counted or might have been rejected, the error shall not vitiate the resolution unless it is pointed out at the same meeting and not, in that case, unless it shall, in the opinion of the chairman of the meeting, be of sufficient magnitude to vitiate the resolution.
15. Subject to the provisions of the Act, a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at general meetings (or being corporations by their representatives appointed in accordance with Article 32 shall be as valid and effective as if the same had been passed at a general meeting of the Association duly convened and held. Such resolution may be contained in one (1) document or in several and either shall be treated as valid.

# VOTES OF MEMBERS

1. On a show of hands every member (who has not appointed a nominee) who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative appointed in accordance with Article 36 shall have one (1) vote. On a poll every member shall have one (1) vote. In the case of a Nominee of a Plot Owner, such Nominee shall have one vote for the time being vested in the person or persons who appointed the nominee.
2. No member shall be entitled to vote at any General Meeting or on a poll or to be reckoned in a quorum whilst any sum shall be due and payable to the Association.
3. A member of unsound mind in respect of whose estate a manager has been appointed under Section 38 of the Mental Health Act (Chapter 248 of the Laws of Kenya) may vote, whether on a show of hands or on a poll, by his said manager and any such manager may, on a poll, vote by proxy.
4. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.
5. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing or, if the appointor is a corporation, either under its common seal or under the hand of an officer or duly authorised attorney of sum corporation. Except for corporations, a proxy must be an immediate family member of a Member of the Association and shall be entitled to the same right to address a meeting as the Member appointing him.
6. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power of authority shall be deposited at the registered office of the Association or at such other place in Kenya as may be specified for that purpose in the notice convening the meeting not less than twenty-four (24) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote of, in the case of a poll, the time appointed for the taking of the poll and, in default, the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve (12) months from the date of its execution.
7. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit: -

# SYOKIMAU RESIDENTS ASSOCIATION

*“I/We , of*

*being a member/members of the above-named Association, hereby appoint*

|  |  |  |
| --- | --- | --- |
|  | *of* | *, or failing him* |
| *of* |  | *as my/our proxy to vote* |
| *for me/us on my/our behalf at the Association to be held on the* | *day of* | *annual/extraordinary general meeting of the**and at any* |
| *adjournment thereof.* |  |  |

*Signed this day of . This form is to be used \*in favour of/against the resolution.*

*Unless otherwise instructed, the proxy will vote as he thinks fit.*

*\*Strike out whichever is not desired”.*

1. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
2. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the instrument of proxy or of the authority under which it was executed or the transfer of the share in respect of which the instrument of proxy was given, provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Association before the commencement of the meeting or adjourned meeting or the taking of the poll at which the instrument of proxy is used.
3. Any corporation which is a member of the Association may by resolution of its directors or other governing body or by notification in writing under the hand of some officer of such corporation duly authorised in that behalf authorise such person as it thinks fit to act as its representative at any meeting of the Association or of any class of members of the Association and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Association.

# ANNUAL SUBSCRIPTION

1. The Directors shall be entitled from time to time to determine any annual subscription to be payable by any Member to the Association. Such subscription will accrue per Member and shall be payable in advance either monthly, quarterly or monthly and and must in all cases be paid to date prior to attendance at any General Meeting. A person becoming a Member of the Association shall pay from the date of joining onwards. In the event that any Member shall cease to be a Member prior to the 1st of January in any year that Member shall not be entitled to any rebate of his annual subscription paid for that year.

# DIRECTORS

1. The Directors of the Association must be Members of the Association but the following will not be eligible to act as Directors:-
2. Members carrying out commercial activities within areas designated as residential areas in Syokimau Estate by the Association
3. Members engaged in construction of buildings in an area within Syokimau Estate that do not conform with its planning use
4. Members engaged in activities that cause environmental degradation that affect the right to clean environment to Members residing within Syokimau Estate.
5. The Directors shall constitue ExCom and be appointed in the following manner:-
6. Each of the Syokimau Estate Roads, that is, Airport, Mwananchi, Kiungani, Community, Katani Parliament and Quarry Rd, shall nominate two (2) individuals act as Directors of the Association.
7. The Chairman, Treasurer and Secretary together with their deputies shall be elected by Members at least Forty Eight (48) hours before the Annual General Meeting from the list of nominated members in a) above.
8. The elected officials in (b) shall be deemed to assume office upon the declaration of results at Annual General Meeting .
9. Upon conclusion of the elections the incoming ExCom shall meet after the Annual General Meeting and the first agenda will appointment of Team Leaders from the remaining nominated members in (b) above and nominate not more than three (3) Members with relevant skills to serve in Committees that require specialized skills.
10. The Board is authorized to create, abolish, expand, shrink or regulate any committee, including merging or amalgamating committees
11. Until otherwise determined by the Association in General Meeting the number of Directors shall not be Twelve (12) unless and not more than Fifteen (15).
12. No director shall receive any remuneration from the Association for his services to the Association, but may receive refund for expenses properly and reasonably incurred in furtherance of the Association matters.
13. Every director or a Member of any Committee shall remain in office until: -
14. Ceases to be a Member of the Association or a Plot Owner or the nominee of a Plot Owner;
15. fails to meet any other qualifications that may be fixed by the Association in General Meeting from time to time;
16. he is removed from office pursuant to Section 185 of the Act or by a special resolution of the Association in general meeting as the case may be;
17. he ceases to be a director by virtue of Section 186 of the Act;
18. he becomes bankrupt or makes an arrangement or composition with his creditors generally;
19. he becomes prohibited from being a director by reason of any order made under Section 189 of the Act;
20. he becomes of unsound mind;
21. he resigns his office by notice in writing to the Association;
22. is convicted of an indictable offence unless the Directors otherwise determine;
23. is directly or indirectly interested in any contract with the Association and failed to declare the nature of his interest in the manner required by Section 200 of the Act.
24. Is absent without permission or without having been excused by the other Directors from four consecutive meetings of the Directors of the Association or four consecutive Committee Meetings, whichever is applicable
25. is absent wit absent without permission or without having been excused by the other Directors from four consecutive meetings of the Directors of the Association or four consecutive Committee Meetings, whichever is applicable;

# VOTING ON CONTRACTS

1. A Director or Committee Member shall not vote in respect of any contract in which he is interested or any matter arising thereout and shall notify the meeting of his/her interest.

# ROTATION OF DIRECTORS

1. At the annual General Meeting one-third of the Directors for the time being, or if their number is not three or a multiple of three, then the number nearest one-third, shall retire from office.
2. To be elected Chairman, a candidate must have served as a member of The Board for a minimum of one year immediately preceding the election.
3. To be elected Deputy Chair, Secretary or Treasurer, a member must have served as a member of any of the Association committees for a minimum of one year preceding the election.
4. A person shall be deemed to be distinguished if such person has actively rendered excellent community services as shall be determined by 90% of the Board in a sitting constituted by 75% quorum.
5. The Directors to retire in every year shall be those who have been longest in office since the last election, but as between persons who became Directors on the same day, those to retire shall (unless they otherwise agree amongst themselves) be determined by lot. Directorships shall be reserved for two members of the Executive Committee, which shall persist only until the next Annual General Meeting If these Directorships are not filled, the Directors shall be notified and may appoint other Directors in accordance with Article 50.
6. A retiring Director shall be eligible for re-election a year on.
7. The Association, at the meeting at which a Director retires in manner aforesaid, may fill the vacated office by electing a person thereto, and in default the retiring Director shall, if offering himself/herself for re-election, be deemed to have been re-elected,

unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Director has been put to the meeting and lost.

1. No person other than a Director retiring at the meeting shall, unless recommended by the Directors, be eligible normally for election to the office of Director at any general meeting unless, within days to be determined by the election committee not less than three (3) nor more than twenty one (21) days before the date appointed for the meeting, there has been left at the office notice in writing, signed by a **Member** duly qualified to attend and vote at the meeting for which notice is given, of his/her intention to propose such a person for election, and also notice in writing signed by that person of his willingness to be elected.
2. The Association may from time to time by ordinary resolution increase or reduce the number of Directors and may also determine in what order of rotation the increased or reduced number is to retire from office.
3. The Directors shall have the power at any time, and from time to time, to appoint any Member to be a Director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these Articles. Any Directors so appointed shall hold office only until the next Annual General Meeting and shall then be eligible for re-election but shall not be taken into account in determining the Directors who are to retire by rotation at such meeting. Due care shall be taken to observe gender balance but in accordance with prevailing circumstances
4. The Association may by ordinary resolution of which special notice has been given in accordance with Section 142 of the Act remove any Director before the expiration of his/her period of office, notwithstanding anything in any agreement between the Association and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him/her and the Association. There shall be clear grounds for the removal of a director, and there shall be due regard to issues of ethics.
5. The Association may by ordinary resolution appoint another person in place of a Director removed from office under Article 50. Without prejudice to the powers of the Directors contained herein the Association in General Meeting may appoint any person to be a Director, either to fill a casual vacancy or as an additional Director. A person appointed in place of a Director so removed or to fill such a vacancy shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place hee is appointed was last elected a Director.

# POWERS AND DUTIES OF THE BOARD

1. The Board may exercise all the powers of the Association to borrow or raise money and to mortgage or charge its undertaking and property or any part thereof and to issue income notes, bonds, debentures and other securities.
2. The business of the Association shall be managed by the Board which may pay all such expenses of and preliminary and incidental to the promotion, formation, establishment and registration of the Association as it thinks fit and may exercise all such powers of the Association as are not by the Act or by these Articles required to be exercised by the Association in general meeting (subject nevertheless to the provisions of these Articles and of the Act) and to such regulations, being not inconsistent with such provisions, as may be prescribed by the Association in general meeting but no regulation made by the Association in general meeting shall invalidate any prior act of the Board which would have been valid if such regulation had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Board by any other Article.
3. The Board may establish any local boards or agencies for managing any of the affairs of the Association, either in Kenya or elsewhere, and may appoint any persons to be members of such local boards or managers or agents and may fix their remuneration and may delegate to any local board, manager or agent any of the powers, authorities and discretions vested in the Board, with power to sub-delegate, and may authorise the members of any local board or any of them to fill any vacancies therein and to act notwithstanding vacancies. Any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit and the Board may remove any person so appointed and may annul or vary any such delegation but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.
4. The Board may, by power of attorney, appoint any company, firm, or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Association for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these Articles) and for such period and subject to such conditions as it may think fit. Any such power of attorney may contain such provisions for the

protection and convenience of persons dealing with any such attorney as the Board may think fit and may also authorise any such attorney to sub-delegate all or any of the powers authorities and discretions vested in him.

1. The Association may exercise the powers conferred by Section 37 of the Act with regard to having an official seal for use outside Kenya and such powers shall be vested in the Board.
2. The Association may exercise the powers conferred by Sections 121 to 123 of the Act with regard to the keeping of a branch register and the Board may (subject to the provisions of those Sections) make and vary such regulations as it may think fit regarding the keeping of any such branch register.
3. All cheques, promissory notes, drafts, bills of exchange and other negotiable and transferable instruments and all receipts for monies paid to the Association shall be signed, drawn accepted, endorsed or otherwise executed as the case may be in such manner as the Board shall from time to time by resolution determine.
4. The directors shall cause minutes to be made, in books provided for the purpose of recording:-
5. all appointments of officers made by the Directors;
6. the names of Directors present at each meeting of the Directors and of any committee of the Directors;
7. all resolutions and proceedings at all meetings of the Association, and of the Directors and of the committees of Directors;
8. all resolutions and proceedings at all meetings of the Executive Committee

The minutes of every such meeting shall be read at the next meeting of the Association, of the Board or of the committee of directors, or the Executive Committee as the case may be, and, after being amended or corrected, if necessary, and approved by the meeting, shall be signed by the chairman of the meeting and, once so signed shall be prima facie evidence of the matters stated therein.

# PROCEEDINGS OF THE BOARD

1. The Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit. Questions arising at any meeting shall be

determined by a majority of votes. In case of an equality of votes, the chairman shall have a second or casting vote. The secretary on the instructions of the chairman or the requisition of a director shall at any time summon a Board meeting. At least seven (7) days notice (inclusive of the date of service and the date of meeting) of all Board meetings shall, unless waived by directors or their respective alternates, be given in manner hereinafter mentioned to all directors and alternate directors.

1. The quorum necessary for the transaction of the business of the Board may be fixed by the Directors and unless so fixed shall be **[two (2)]** directors present either personally or by alternate, provided that one (1) person whether a director or not, although a duly appointed alternate for any number of directors, shall not constitute a quorum.
2. The continuing directors may act notwithstanding any vacancy in their body but, if and so long as their number is reduced below the minimum number fixed by or in accordance with these Articles as the necessary quorum for Board meetings, the continuing directors may act for the purposes of increasing the number of directors to that number or of summoning general meetings of the Association but not for any other purpose.
3. The Board may elect a chairman and deputy-chairman of its meetings and determine the period for which they, respectively, are to hold office. If no such chairman or deputy-chairman is elected or if at any meeting neither the chairman or deputy- chairman is present within fifteen (15) minutes after the time appointed for holding the same, the directors present may choose one (1) of their member to be chairman of the meeting.
4. A meeting of the Board at which quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Board.

# COMMITTEES

1. The Directors may delegate any of their powers to a committee consisting of such Member or Members (whether or not Directors of the Association) as they think fit to carry out any duty of the Association. Any committee so formed shall conform to any regulations imposed on it by the Directors and shall be subject at all times to the control of the Directors. The meetings and proceedings of any such committee shall

be governed by the provisions of these Articles for regulating the meetings and proceedings of the Directors so far as applicable and so far as the same shall not be superseded by any regulations made by the Directors as aforesaid and where so superseded shall be subject to such new or amended Articles.

1. A committee may elect a Chairperson and Vice-Chairperson of its meetings and other officers as may be required to assist with the carrying out of the business of the Committee; if no such Chairperson or Vice-Chairperson is elected, or if at any meeting the Chairperson or Vice-Chairperson is not present within 5 minutes after the time appointed for holding the same, the Members present may choose one of their number to be Chairperson of the meeting.
2. The meetings and proceedings of any committee consisting of two (2) or more persons shall be governed by the provisions herein contained for regulating the meetings of and proceedings of the Board so far as the same are applicable and are not superseded by any regulations imposed by the Board under the last preceding Article.
3. A resolution in writing signed or approved by letter, by all the directors (or their alternate directors) or by all the members of a committee of directors shall be as valid and effectual as a resolution passed at a meeting of the Board or, as the case maybe, of such committee duly called and constituted. Such resolution maybe contained in one (1) document or in several documents in like form each signed by one (1) or more of the directors or members of the committee concerned.
4. All acts done by the Board or any committee of directors or by any person acting as a director shall notwithstanding that it is afterwards discovered that there was some defect in the appointment of any director or person acting as aforesaid or that they or any of them had vacated office or were not entitled to vote, shall be as valid as if every such person had been duly appointed and had continued to be a director or to act as aforesaid.

**PATRON**

1. The following are eligible to be appointed by ExCom as patron of the Association:-

(a) any distinguished member of the Association and resident of Syokimau, or

(b) former Chairman of the Association, or

 (c) any other person who is not necessarily a Member of the Association and who ExCom recognizes may positively contribute to the Association.

 (d) Upon appointment, the patron shall serve for a period of [not more than two (2) years] which may be renewed for similar period by ExCom.

 (e) The number of patrons shall not exceed six(6) at any given time.

 (f) A patron shall act as linkage between the Association and governmental or non- governmental agency association or authority, local or otherwise, corporate entities or any person necessary from time to time for the development and support of the objectives of the Association

# COUNCIL OF ELDERS

1. Each road within Syokimau shall nominate for appointment individuals meeting the following criteria to serve as members of Council of Elders**:-**

# fully paid-up member; and

# demonstrated leadership qualities in community service within their sphere of influence;

1. The members of Council of Elders shall serve for a term not exceeding two(2) years. At the annual General Meeting one-third of the Council of Elders for the time being, or if their number is not three or a multiple of three, then the number nearest one-third, shall retire from office.
2. The Concil of Elders shall:-
3. Act as mediators to disputes contemplated under article 93 below; and
4. Give advisory guidance to Excom wherever called upon; .

# SECRETARY

1. The secretary shall be appointed by the Board for for a term of two years, renewable on the basis of good performance.
2. To promote transparency, no person shall execute a task for the Association in the double capacity of both Director and Secretary

# THE SEAL

1. The Board shall provide for the safe custody of the Seal which shall only be used by the authority of the Board or a committee of directors authorised by the Board in that behalf.
(a) Every instrument to which the Seal shall be affixed shall be signed by at least one director of the company and one authorized

(b) For the purposes of which this article, an authorized person is –

(i) any director of the company;
(ii) the company secretary; or

(iii) any person authorized by the directors for signing documents to which the common seal is applied.

# ACCOUNTS

1. The Board shall cause proper books of account to be kept with respect to: -
2. All sums of money received and expended by the Association and the matters in respect of which such receipt and expenditure takes place;
3. All sales and purchase of goods by the Association; and
4. The assets and liabilities of the Association.

Proper books shall not be deemed to be kept if there are not kept such Books of Account as are necessary to give a true and fair view of the state of the Association’s affairs and to explain its transactions.

1. The books of account shall be kept at the office or at such other place or places in Kenya as the Board thinks fit and shall always be open to the inspection of the directors. The said books shall be in both hard copy and digital form.
2. The Board may, from time to time, determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Association or any of them shall be open to the inspection of members not being directors and no member, not being a director, shall have any right of inspecting any account or book or document of the Association except as conferred by statute or authorised by the directors or by the Association in general meeting.
3. The directors shall from time to time, in accordance with Sections 148, 150, 156 and 157 of the Act, cause to be prepared and to be laid before the Association in general

meeting such profit and loss accounts, balance sheets and reports as are referred to in those Sections.

1. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Association in general meeting together with a copy of the auditor's report shall, not less than twenty-one (21) days before the date of the meeting, be sent to every person entitled under the provisions of the Act to receive them in accordance with Article 79.

# AUDIT

1. Auditors shall be appointed and their duties regulated in accordance with Sections 159 to 162 of the Act.

# NOTICES

1. A notice or official document may be given by the Association to any Member using one or more of the following methods :
2. by delivering it to the Member personally;
3. by hand-delivery at the Member’s house;
4. by sending it by post, registered post or courier to the Member or to the Member’ registered address;
5. by sending it via electronic mail to the Members e-mail address, the Residents Mailing list;
6. by other methods that may be adopted following Directors review including telegram platform and other social media
7. by alerting the Member via a hardcopy notice sent by one of the above methods that the document is or will be available;
	1. at the AGM;
	2. on the Association Website;
	3. on request from the Secretary.

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 to have been effected in the case of a notice of a meeting at the expiration of 24 hours after the letter containing the same is posted and in any other case at the time at which the letter would be delivered in the ordinary course of post.

1. Subject to the provisions Article 10 of these Articles, notice of every General Meeting shall be given in any manner hereinbefore authorised to:-
2. every Member;
3. every nominee of every Member
4. to every person upon whom the ownership of a share devolves by reason of his being a personal representative or trustee in bankruptcy of a member where the

member but for his death or bankruptcy would be entitled to receive notice of the meeting,

1. to the directors of the Association, and
2. the Auditor for the time being of the Association.
3. No other person shall be entitled to receive notice of a General Meeting.
4. A notice via electronic means may be given by the Association to the persons entitled to any share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addressed to them by name or by the title of the representative or trustee of such deceased or bankrupt member of any like description at the address supplied for the purpose claiming to be so entitled or by giving notice in the manner in which the same would have been given if the death or bankruptcy had not occurred.

# INCOME AND PROPERTY

1. The income and property of the Association shall be applied solely towards the promotion if its main object(s) as set forth in this Memorandum of Association. However, nothing shall prevent any payment in good faith by the Association of:
2. reasonable and proper remuneration to any member, officer or servant of the Association for any services rendered to the Association:
3. interest at a rate not exceeding % per annum on money lent by Directors or other members of the Association to the Association:
4. reasonable and proper rent for premises demised and let by any member of the Association (including any Director) to the company:
5. reasonable and proper out of pocket expenses incurred by any Director in connection with attendance to any matter affecting the Association:

# INDEMNITY

1. Directors of the Association shall at all times stand indemnified against liabilities for any acts or omissions approved or ratifies by the Association, in good faith and for the benefits of members of the Association.

# DISPUTE RESOLUTION

1. Whenever any disputes or differences arises between the Association or members of ExCom on the one hand and any of the members, their executors, administrators or assigns on the other hand or amongst the member(s) of ExCom (hereinafter collectively referred to as “the Parties”) touching the true intent or construction or the incidents or consequences of these Articles or of the Act or touching anything then or thereafter done, executed, omitted or suffered in pursuance of these Articles or any claim on account of such breach or alleged breach, the parties shall seek in the first instance an amicable settlement of such dispute by mediationpanel through the Council of Elders made up of three(3) Elders .
2. .

We, the several persons whose names, addresses and occupations are subscribed are desirous of being formed into a company in pursuance of this Memorandum of Association.

|  |  |
| --- | --- |
| **Names, Postal Addresses and Occupations of Subscribers** | Signatures of Subscribers |
| 1. John Mwangi Thiong’oP.O. Box 8350 – 00100

**NAIROBI.**Accountant/Businessman |  **Signed** |
| 1. Felix Mogesa Motari

P.O. Box 1554 – 00100**GPO. NAIROBI**Lecturer | **Signed** |
| 1. Dickson Murira Karukwa

P.O. Box 3005 – 00200**NAIROBI**c/o D.C- Office Athi-River | **Signed** |
| 1. Ishmael Osewe Otieno

P.O. Box 49583 – 00100**NAIROBI**Flight Attendant | **Signed** |

Dated this day of 20.

WITNESS to the above Signatures: We hereby certify that this document was produced by

the process of xerography.

Naikuni Ngaah & Miencha Co. Advocates Embassy House, 1st Floor

GOERGE WANAM SALE
ADVOCATE
P.O. BOX 8925-00100
NAIROBI
SIGNED

GOERGE WANAM SALE
ADVOCATE
P.O. BOX 8925-00100
NAIROBI
SIGNED

**ISAAC OMEKE MIENCHA**

**ADVOCATE & COMMISSINER FOR OATHS**

**P.O. BOX 17946-00100, NAIROBI**

**SIGNED**

Room 105, Harambee Avenue P.O. Box 4916-00100

Nairobi, Kenya

**Note: This is the re-print of the Memorandum of Association of SYOKIMAU RESIDENTS ASSOCIATION adopted at an Extraordinary General Meeting of the company held on the 4th day of December, 2016 and referred to in the Special Resolution passed thereat.**

We, the several persons whose names, addresses and occupations are subscribed are desirous of being formed into a company in pursuance of this Memorandum of Association.

|  |  |
| --- | --- |
| **Names, Postal Addresses and Occupations of Subscribers** | Signatures of Subscribers |
| 1. Ann Angira OkiyaP.O. Box 2143-00202

**NAIROBI.**Nurse | **Signed** |
| 1. Fredrick E.S. Kabusia

P.O. Box 28687-00200**NAIROBI**Engineer | **Signed** |
| 1. Maero Tindi

P.O. Box 73651-00200**NAIROBI**Trade Unionist | **Signed** |
| 1. Shadrack Lonzi Muli

c/o P.O. Box 7254-00200**NAIROBI**Engineer | **Signed** |

Dated this day of 20.

WITNESS to the above Signatures: We hereby certify that this document was produced by

the process of xerography.

Naikuni Ngaah & Miencha Co. Advocates Embassy House, 1st Floor

GOERGE WANAM SALE
ADVOCATE
P.O. BOX 8925-00100
NAIROBI
SIGNED

GOERGE WANAM SALE
ADVOCATE
P.O. BOX 8925-00100
NAIROBI
SIGNED

**ISAAC OMEKE MIENCHA**

**ADVOCATE & COMMISSINER FOR OATHS**

**P.O. BOX 17946-00100, NAIROBI**

**SIGNED**

Room 105, Harambee Avenue P.O. Box 4916-00100

Nairobi, Kenya

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We, the several persons whose names, addresses and occupations are subscribed are desirous of being formed into a company in pursuance of this Memorandum of Association.

|  |  |
| --- | --- |
| **Names, Postal Addresses and Occupations of Subscribers** | Signatures of Subscribers |
| 1. Francis Muema MwiluP.O. Box 25546 – 00100

**NAIROBI.**Engineer/Facilitator | **Signed** |
| 1. Wanjala Namasaka Boaz

P.O. Box 61130 – 00200**GPO. NAIROBI**A.O. III K.A.C.C | **Signed** |
| 1. David Okede Kevega

P.O. Box 69482 – 00400**NAIROBI**Graphic Designer | **Signed** |
| 1. Shadrack Nyamai

c/o P.O. Box 4916 – 00100**NAIROBI**Businessman. | **Signed** |

Dated this day of 20.

WITNESS to the above Signatures: We hereby certify that this document was produced by

the process of xerography.

Naikuni Ngaah & Miencha Co. Advocates Embassy House, 1st Floor

GOERGE WANAM SALE
ADVOCATE
P.O. BOX 8925-00100
NAIROBI
SIGNED

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ADVOCATE
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**ISAAC OMEKE MIENCHA**

**ADVOCATE & COMMISSINER FOR OATHS**

**P.O. BOX 17946-00100, NAIROBI**

**SIGNED**

Room 105, Harambee Avenue P.O. Box 4916-00100

Nairobi, Kenya

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| **Names, Postal Addresses and Occupations of Subscribers** | Signatures of Subscribers |
| 1. Job Mululu Wanami P.O. Box 52198–

 **NAIROBI.** Businessman | **Signed** |
| 1. Francis Mayaka Bariso

 P.O. Box 290- **MLOLONGO** Businessman | **Signed** |
| 1. Alloysius Ouma Ogangra

 P.O. Box 68144 – 00200 **NAIROBI** OCC – Technician | **Signed** |
| 1. Wilson Okeiga Okemwa

 P.O. Box 3416 – 00100 **NAIROBI** OCC – Technician | **Signed** |

Dated this day of 20.

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|  |  |
| --- | --- |
| **Names, Postal Addresses and Occupations of Subscribers** | Signatures of Subscribers |
| 1. Bonice Obure Misoka P.O. Box 19120-00501

 **NAIROBI.** Accountant | **Signed** |
| 1. Moses Cheng’ole Karera

 P.O. Box 1009-00200 **NAIROBI.** Teaching | **Signed** |
| 1. Fredrick Okindi Bwana

 P.O. Box 17195 – 00510 **NAIROBI** Accountant | **Signed** |
| 1. Samuel Mutune Kithya

 P.O. Box 30270 – 00100 **NAIROBI** Medic | **Signed** |

Dated this day of 20.

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We, the several persons whose names, addresses and occupations are subscribed are desirous of being formed into a company limited by guarantee in pursuance of this Memorandum of Association.

|  |  |
| --- | --- |
| **Names, Postal Addresses and Occupations of Subscribers** | Signatures of Subscribers |
| 1. Colfred Edward Onyango P.O. Box 5762– 00100

 **NAIROBI.** Accountant | **Signed** |
| 1. Lucy Mulongo Mamai

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| 1. Alloysius Ouma Ogangra

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| 1. Isaac Omeke Miencha

 P.O. Box 17946 – 00100 **NAIROBI** Lawyer | **Signed** |

Dated this 16th day of 20.

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