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# NOTICE OF SPECIAL MOTION

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BY

HON. MUTUSE ECKOMAS MWENGI,  
MEMBER OF PARLIAMENT, KIBWEZI WEST  
CONSTITUENCY,

30 SEP 2024

FOR

THE REMOVAL FROM OFFICE, BY  
IMPEACHMENT,

OF

HIS EXCELLENCY RIGATHI GACHAGUA, EGH,

THE DEPUTY PRESIDENT OF THE REPUBLIC OF

PARLIAMENTS  
KENYA 01 OCT 2024

DAY  
Tuesday

TABLED

Hon. Mutuse, MP

Arustacia Thambi



REPUBLIC OF KENYA




THIRTEENTH PARLIAMENT—THIRD SESSION

THE NATIONAL ASSEMBLY

NOTICE OF SPECIAL MOTION BY HON. MUTUSE ECKOMAS MWENGI, MEMBER OF PARLIAMENT, KIBWEZI WEST CONSTITUENCY, FOR THE REMOVAL FROM OFFICE, BY IMPEACHMENT, OF HIS EXCELLENCY RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

PURSUANT to the provisions of Article 150 (1) (b) and (2) and Article 145 of the Constitution and Standing Orders 64 and 65 of the Standing Orders of the National Assembly of the Republic of Kenya, THIS HOUSE RESOLVES to Remove from Office, by Impeachment, HIS EXCELLENCY RIGATHI GACHAGUA, EGH the Deputy President of the Republic of Kenya on THE FOLLOWING

GROUND(S):

	
THE NATIONAL ASSEMBLY PAPERS LAID	
DATE: 01 OCT 2024	DAY: Tuesday
TABLED BY:	Hon Mutuse, Mutiso, MP
CLERK-AT-THE-TABLE:	Anestacia Thundy

**PART A: GROSS VIOLATION OF THE CONSTITUTION OR ANY OTHER LAW PURSUANT TO ARTICLE 150 (1) (b) (I) OF THE CONSTITUTION**

**GROUND 1: GROSS VIOLATION OF ARTICLES 10 (2) (A), (B) AND (C); 27 (4), 73 (1) (A) AND (2) (B); 75 (1) (C), AND 129 (2) OF THE CONSTITUTION AND ARTICLES 147 (1), AS READ WITH ARTICLE 131 (2) (C) AND (D) OF THE CONSTITUTION**

1 The **Preamble** of the Constitution provides (among other things) that the people of Kenya **adopted** and **enacted** it—

(a) being proud of the **ethnic, cultural, and religious diversity**, and a determination to **live in peace and unity** as one indivisible sovereign nation; and

(b) recognising the aspirations of all Kenyans for a government based on the essential values of **human rights, equality, freedom, democracy, social justice** and **the rule of law**.

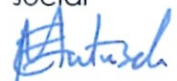
2 The Preamble of the Constitution is supplemented by **Article 10 (2) (a), (b) and (c) of the Constitution**, which establishes the core national values and principles of governance that bind all State Officers (including the Deputy President).

3 These values and principles include patriotism, human dignity, national unity, equity, social justice, inclusiveness, non-discrimination, equality, human rights, protection of the marginalised, democracy, and good governance.



- 4 Moreover, **Articles 73 (1) (a) and (2) (b) of the Constitution** establish **responsibilities of leadership**. They provide that the authority assigned to a state officer (such as the Deputy President) is a **public trust** to be exercised in a manner that is **consistent with** the purpose and objects of the Constitution, **demonstrates respect for the people, brings honour to the nation and dignity to the office** and promotes **public confidence** in the integrity of the office.
- 5 Also, **Article 27 (4) of the Constitution** prohibits **all forms of discrimination**, including discrimination based on **ethnic or social origin**, conscience, belief, language **and birth**.
- 6 Further, **Article 73 (2) (b) of the Constitution** provides that decision-making should be objective and impartial and should not be influenced by **favouritism and improper motives**.
- 7 Furthermore, **Article 75 (1) (c) of the Constitution** provides that a State Officer should behave, "whether in public and official life, in private life, or in association with other persons," in a manner that **avoids demeaning the office** he holds.
- 8 Therefore, as a matter of **constitutional compliance**, the Deputy President of the Republic of Kenya, who is **the principal assistant to the President** of the Republic of Kenya, **is required—**

(a) to promote the constitutional core values such as **peace and unity of all Kenyans** in the context of ethnic, cultural, and religious diversity, patriotism, national unity, rule of law, democracy and participation of the people, equity, social



justice, inclusiveness, equality, human rights, non-discrimination and protection of the marginalised; and good governance;

(b) to **respect and uphold representation of Kenya's multi-ethnic and culturally diverse society** through the promotion of equality and affording equal opportunities to all Kenyans in appointments to the public service and allocation of public resources; and

(c) to **make, promote, and implement public policy decisions that do not discriminate** against any Kenyan based on conscience, ethnic or social origin, language or birth.

9 **HOWEVER**, on diverse dates **throughout the last two years**, His Excellency Rigathi Gachagua **has persistently made utterances threatening to discriminate**, exclude and unlawfully deny sections of the people of Kenya and regions of the Republic of Kenya equal opportunities for public service appointments and allocation of public resources.

10 Besides, **the utterances are highly inflammatory and inciteful and significantly undermine national unity and the peaceful co-existence** of Kenya's diverse communities.

11 **To illustrate—**

(a) Sometime in **2023**, at a public forum in Kajiado County within the Republic of Kenya, His Excellency Rigathi Gachagua



made **highly inflammatory and inciteful public pronouncements** to the effect that the **'Government of Kenya is a company'** and that the allocation of government development projects and public sector jobs are based on **'shares'** determined by how the populace of the various ethnic communities voted in the 2022 general election. Specifically, he stated as follows—

*“A Government is like a company, there is shareholding. Kuna wale who have invested a lot of shares, kuna wale wameweka kidogo, kuna wale wamekataa, lakini wote ni wakenya. So ndio tukasema, kama wewe umeenda kupanda mahindi, ama wacha nipeane example ya ng'ombe kwa sababu niko Kajiado. Wewe uko na ng'ombe yako ya maziwa, hio ng'ombe imezaliwa ikiwa njaù umeichunga vizuri, umepatia majani, umenunulia dairy meal, umepatia chumvi, umepeleka kwa malisho, umepatia maji, imezaa, imeanza kukamuliwa. Wewe unatakiwa kwanza ukuwe mutu ya kwanza kukamua hiyo ng'ombe na kunywa maziwa.”*

12 His Excellency Rigathi Gachagua emphasised the divisive and inciteful narrative embodied in the above utterances as follows—



*"Haiwezekani mtu ambaye alikua anakupigia kelele ukichunga hii ng'ombe, na kusema hii ng'ombe ni ile ya kienyeji hakuna haja ya kushugulika naye, hii ng'ombe ni bure haiwezi kutoa maziwa, hii ng'ombe ata ikipona jicho moja, wachana nayo unapoteza wakati. Saa ile ng'ombe imezaa imetoa maziwa...amekuja na kikombe, amekuja na sufuria, anataka atolewe maziwa. Mimi nikasema hiyo haiwezekani. Nikasema yule mwenye hii ng'ombe na kuichunga na kuitunza, kwanza akamue maziwa, yeye na watoto wake wakunywe, ile itabaki aitie majirani. Ata yule alikuwa anapiga kelele akisema hii ng'ombe ni bure na haiwezekani kama kunayo imebaki pia apewe, kama hakuna imebaki atembe. Si hiyo namna hiyo?"*

13 His Excellency Rigathi Gachagua made similar remarks at another public forum as follows—

*"A Government is like a company, I did not say it is a company, I said it is like a company. In every company, there are shares: preferential shares and ordinary shares. When there is an AGM, non-shareholders do not vote or attend the AGM. When there are dividends to be divided, they are divided according to the number of shares. That is the truth."*



14 His Excellency Rigathi Gachagua continued the inciteful and divisive utterances at yet another forum where he stated as follows—

*“Sisi lazima tungeangalia nyinyi. Hii serikali ni kampuni na ni ya shares. Sindio? Ni ya shares. Kuna wenye kampuni, wale wako na shares mingi, wale wako na chache. Kuna wale hawana. Sasa nyinyi muli invest kwa hii kampuni ya William Ruto na Rigathi Gachagua; sasa lazima mvune. Yule ambaye alipanda, atafanya nini? Si mulipanda? Si muliamuka mapema?”*

15 At another forum in Nandi County, His Excellency Rigathi Gachagua continued the same divisive and inciteful narrative as follows—

*“ Raisa ako pale niko hapo. Huyu Felix ako hapo...Mimi mnanijua msimamo wangu. Ya kwamba watoto wakiwa wengi, kuna wale kwanza ya kuangaliwa. Si mnajua? Sasa huyu Felix ako pale, ndiye kuunganisha mawaya. Mambo yenu tumepanga. Mambo iko sawa. Chakula iko jikoni, karibu kuiva. Watoto ni wengi, chakula ni kidogo. Iko watoto ya nyumbani, iko wa Jirani. Iko namna hio. Na nyinyi mtulie. Chakula ikiiva, sisi ndiyo wenye kupakua. Na Watoto tunawajua kwa sura na kwa msimamo. Hatuwezi kuwa confused. Kuna mtu hajui watoto wake? Na wiki inakuja, tutatangaza*



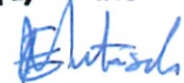
*hatua kali ile tutachukua, na ile maneno  
tumepanga..."*

16 In addition, in **September 2024**, during a public rally in Nairobi, His Excellency Rigathi Gachagua made public utterances that incited other communities against the ethnic communities that live around the Mt Kenya region by stating as follows—

*"Na mimi mkaniambia nimsaidie Rais kwa kazi!  
Lakini nikiwa hapo kwa serikari, nikue pia  
nikichunga mambo ya watu wa mlima! Niendeleo  
kuchunga mambo ya mulima, ama nisichunge?  
Sasa hio kuchunga mambo ya mulima, inaniletea  
matatizo. Ati naambiwa mimi ni mkabila! Mimi ni  
mkabila kweli? Nikichunga mambo ya watu wa  
mlima, hiko makosa? Hiko makosa?"*

17 His Excellency Rigathi Gachagua's utterances throughout the past two years **undermine the promotion of national unity** in the context of Kenyan society's multi-ethnic demography and multi-cultural diversity. In addition, *they have the potential to alienate, isolate, and create disharmony among the various ethnic communities of Kenya.*

18 **IN SUMMARY**, His Excellency Rigathi Gachagua's abovementioned utterances over the last two years **are impeachable offences** to the extent that they grossly violate **Articles 10 (2) (a), (b) and (c); 27 (4), 73 (1) (a) and (2) (b); 75 (1) (c), and 129 (2) of the Constitution** and **Article 147 (1)**, as read with **Article 131 (2) (c) and (d) of the**



**Constitution.** Specifically, His Excellency Rigathi Gachagua's divisive and inciteful public utterances over the last two years —

(a) are **incompatible with the high calling and dignified status** of the office of the Deputy President of the Republic of Kenya.

(b) can **stir ethnic hatred** and promote **ethnic balkanisation** of the Republic of Kenya.

(c) falsely alluded to **a non-existent government policy** to discriminate and marginalise the populace of the regions and tribes that did not vote for the current administration in the 2022 general elections.

*Annexed to this Motion are the various video clips that prove the allegations above.*

**GROUND 2: GROSS VIOLATION OF ARTICLES 147 (1) AND 152 (1) OF THE**

**CONSTITUTION**

19 **Article 147 (1) of the Constitution** provides that the Deputy President "shall be the principal assistant of the President and shall deputise for the President in the execution of the President's functions."

20 In addition, **Article 152 (1) of the Constitution** states that the Deputy President is a member of the Cabinet.

21 On various dates **throughout the last two years**, His Excellency Rigathi Gachagua **undermined the President and the Cabinet and the effective discharge of the national government's executive mandate**



by making unilateral public statements that were inconsistent with policy positions collectively adopted by the Government.

**22 To illustrate—**

(a) On or around **30<sup>th</sup> April 2024**, the **Cabinet passed a resolution** for the evacuation of people residing along the Nairobi River.

(b) Shortly after that, His Excellency Rigathi Gachagua **made a public statement opposing the Nairobi River Riparian Evacuation Orders**, which the Cabinet had sanctioned for public safety and climate change mitigation. His Excellency Rigathi Gachagua made contradictory public statements despite being a Member of the Cabinet and being assigned the function of superintending the Nairobi River Riparian Evacuation Order.

23 In addition, His Excellency Rigathi Gachagua has **on several occasions throughout the last two years, made public statements contradicting the President on critical matters** of governance and the exercise of the President's function as a symbol of national unity.

**24 To illustrate—**

(a) In **March 2023**, at a public forum in the Nyanza region, the President said Kenya belongs to all, notwithstanding how people voted in the 2022 general elections, and that he would ensure the government does not discriminate against anyone. However, His Excellency Rigathi Gachagua, speaking after the President at another public forum, contradicted him by saying that **Kenya is a**



**company** in which the provision of government services is based on **shares**.

(b) His Excellency Rigathi Gachagua has made numerous other utterances at public forums, where he publicly restates the divisive narrative that **Kenya is a company** in which the rights of citizens are **based on shares** determined by how various ethnic communities voted in the 2022 general elections.

25 His Excellency Rigathi Gachagua's unilateral, divisive and inciteful public statements **are impeachable offences to the extent that—**

(a) They undermine the effective discharge of the national government's executive mandate.

(b) They violate the doctrine of collective responsibility.

(c) They are equivalent to insubordination of the President, which is incompatible with his constitutional status as the **Principal Assistant to the President** of the Republic of Kenya.

*Annexed to this Motion are the various video clips and evidence proving this allegation.*

**GROUND 3: GROSS VIOLATION OF ARTICLES 6 (2), 10 (2) (A), 174, 186 (1), 189**

**(1) AND THE FOURTH SCHEDULE TO THE CONSTITUTION (UNDERMINING DEVOLUTION)**

26 **Article 10 (2) (a) of the Constitution** provides that devolution is a fundamental national value and principle of governance. In addition, **Article 6 (2) of the Constitution** provides that governments



at the county and national levels are distinct and interdependent and shall conduct their mutual relations based on consultation and cooperation. These provisions are supplemented by **Article 189 (1) of the Constitution**, which provides that governments at each level shall perform and exercise their powers "*in a manner that respects the functional and institutional integrity of government at the other level...*"

27 Under **paragraph 7 (a) of Part 2 of the Fourth Schedule to the Constitution**, county governments are responsible for trade development and markets as an exclusive function. Moreover, **the Deputy President chairs the Intergovernmental Budget and Economic Council**, an essential organ for consultation between the two levels of government.

28 On or around **20<sup>th</sup> September 2024**, His Excellency Rigathi Gachagua, **recklessly unmindful of the high calling and dignified status of the Office of the Deputy President of the Republic**, unlawfully interfered with the running of Nairobi City County Government by holding **a public rally in which he incited citizens** against lawful directives of the Nairobi City County Government on the planning and relocation of markets.

29 Further, His Excellency Rigathi Gachagua publicly **disparaged the leadership of the Nairobi City County Government** and its decisions.



30 Moreover, His Excellency Rigathi Gachagua **has interfered with the proper discharge of county governments' constitutional functions** regarding alcohol control and regulation.

31 His Excellency Rigathi Gachagua's inciteful and demeaning public statements and conduct **are impeachable offences to the extent that—**

(a) They undermine devolution.

(b) They undercut the functional and institutional integrity of county governments.

(c) They unjustifiably vilify and ridicule the leadership of county governments, especially the Nairobi City County Government.

32 **Consequently**, His Excellency Rigathi Gachagua has grossly violated Articles 6 (2), 10 (2) (a), 174, 186 (1) and 189 (1) of the Constitution as read with the Fourth Schedule to the Constitution.

*Annexed to this Motion are video clips evidencing His Excellency Rigathi Gachagua's inciteful public utterances. Also annexed hereto is a Press Statement issued by the Governor of the Nairobi City County in response to His Excellency Rigathi Gachagua's inflammatory and inciteful utterances.*

**GROUND 4: GROSS VIOLATION OF 160 (1) OF THE CONSTITUTION (UNDERMINING THE INSTITUTIONAL AND DECISIONAL INDEPENDENCE OF JUDGES)**

33 **Article 160 (1) of the Constitution** provides that the Judiciary "shall be subject only to this Constitution and the law and shall not be subject



to the control or direction of any person or authority." Many international law instruments, treaties, and principles require the guarantee of the judiciary's independence and require all government officers and institutions to respect and observe it.

34 **In 2023**, His Excellency Rigathi Gachagua, recklessly unmindful of the high calling and dignified status of the Office of the Deputy President of the Republic of Kenya and the need to respect, protect and uphold the independence of the Judiciary, **made a scathing public attack against the Honourable Lady Justice Esther Maina, Judge of the High Court of Kenya**, and falsely threatened to file a petition for the removal of the said Judge in gross violation of **Article 160 (5)** of the Constitution.

35 **The Honourable Judge had presided over a case in which His Excellency Rigathi Gachagua was a party** and had, in the lawful performance of her judicial function, **ordered His Excellency Rigathi Gachagua to forfeit to the State the sum of KShs.200 million, which she had found to be proceeds of corruption and money laundering.**

36 His Excellency Rigathi Gachagua's **public attacks against the Judge are impeachable offences** to the extent that they undermine the functional and decisional independence of judges.



ANNEXED TO THIS MOTION IS EVIDENCE PROVING THIS ALLEGATION.

**GROUND 5: GROSS VIOLATION OF ARTICLES 3 (1) AND 148 (5) (A) OF THE CONSTITUTION (BREACH OF THE OATHS OF OFFICE AND ALLEGIANCE)**

37 His Excellency Rigathi Gachagua's actions and utterances outlined in **Grounds 1, 2, 3** and **4** of this Motion constitute a gross violation of **Article 3 (1)** of *the Constitution*, which requires every person to respect, uphold and defend *the Constitution*. Further, the actions and utterances of His Excellency Rigathi Gachagua grossly violate **Article 148 (5) (a)** of *the Constitution*, which prescribes the **Oath of Allegiance** of the Office of the Deputy President that obligates the Deputy President to obey, preserve, protect and defend *the Constitution* and all other laws.

**PART B: SERIOUS REASONS TO BELIEVE THAT THE DEPUTY PRESIDENT HAS COMMITTED A CRIME UNDER NATIONAL LAW PURSUANT TO ARTICLE 150 (1) (b) (II) OF THE CONSTITUTION**

**GROUND 6: SERIOUS REASONS TO BELIEVE THAT HIS EXCELLENCY RIGATHI GACHAGUA HAS COMMITTED CRIMES UNDER SECTIONS 13 (1) (A) AND 62 OF THE NATIONAL COHESION AND INTEGRATION ACT**

38 **Section 13** of the *National Cohesion and Integration Act* provides that *it is an offence for any person to use threatening, abusive or insulting words or behaviour where the person intends to stir up feelings of ethnic contempt, hatred, hostility, violence or discrimination*. The section also makes it an offence to use such words



or engage in such behaviour when, having regard to all the circumstances, ethnic hatred is likely to be stirred up.

39 Besides, **section 62** of the **National Cohesion and Integration Act** states that a person commits an offence when the person makes statements that are intended (or are likely) to **stir up feelings of ethnic contempt, hatred, hostility, violence or discrimination**.

40 His Excellency Rigathi Gachagua's persistent inflammatory, reckless, inciteful public utterances over the last two years, the details of which are set out in **Grounds 1, 2, 3** and **4** of this Motion, establish serious reasons to believe that he has committed crimes under **section 13 (1)** and **62** of the **National Cohesion and Integration Act**.

**GROUND 7: SERIOUS REASONS TO BELIEVE THAT HIS EXCELLENCY RIGATHI GACHAGUA HAS COMMITTED CRIMES UNDER SECTIONS 45 (1), 46, 47A (3), AND 48 (1) OF THE ANTI-CORRUPTION AND ECONOMIC CRIMES ACT AND SECTIONS 2, 3, 4, AND 7 OF THE PROCEEDS OF CRIME AND ANTI-MONEY LAUNDERING ACT**

41 For the past two years, His Excellency Rigathi Gachagua **has inexplicably amassed a humongous property portfolio** estimated at **KShs.5.2 billion**, primarily from proceeds of corruption and money laundering.

42 The value of the property and wealth that His Excellency Rigathi Gachagua has acquired over the last two years **is incompatible with**



**his known legitimate income (i.e., KShs.Twelve Million per annum or thereabouts).**

43 His Excellency Rigathi Gachagua has acquired the abovementioned property and wealth **using his two sons, Kevin Rigathi Gachagua ('Kevin Gachagua') and Keith Ikinu Rigathi ('Keith Ikinu') and other close family members and associates as proxies.**

44 His Excellency Rigathi Gachagua and his proxies (especially the two sons) **have used the following companies** to massively launder money, conceal proceeds of crime, corruption, and benefit from influence peddling—

<b>S/No.</b>	<b>Company</b>	<b>Date of Incorporation</b>	<b>Shareholders</b>
1.	<b>Spirit Way Limited</b> <b>(PVT-Y2ULDMKY)</b>	14/11/2023	Dorcas Wanjiku Rigathi- Director/Shareholder/Beneficial Owner-100 Shares
2.	<b>Fortis Vis Group Limited</b> <b>(PVT-MKUMAKEE)</b>	14/02/2023	Kevin Rigathi Gachagua-50 Shares Keith Ikinu Rigathi-50 Shares
3.	<b>Grand Bypass Apartments Limited</b> <b>(PVT-5JUZEKL8)</b>	11/01/2024	Rigathi Gachagua-Director John Mwai Mathenge (7676931)- Director Peter Njoroge Regeru (4686103)- Director

<b>S/No.</b>	<b>Company</b>	<b>Date of Incorporation</b>	<b>Shareholders</b>
			Vipingo Beach Resort Limited (C.159289)–Shareholder–1 Share
4.	<b>Kuruwitu Properties Limited</b>  (PVT-EYUBKG83)	26/04/2023	Vipingo Beach Resort Limited (C.159289)–Shareholder–1000 Shares  John Mwai Mathenge
5.	<b>The Anansi Collective</b>  (BN-JRCG76AG)	29/03/2021	Keith Ikuni Rigathi
6.	<b>Biovet (K) Limited</b>  (CPR/2009/4880)	10/06/2009	Rigathi Gachagua–200 Shares  Dorcas Wanjiku Rigathi–200 Shares
7.	<b>Calvary Creed International Limited</b>  (CPR/2015/186154)	16/04/2015	Rigathi Gachagua–50 Shares  Dorcas Wanjiku Rigathi–950 Shares
8.	<b>Cosmere Venture Limited</b>  (PVT-Q7ULE6Z)	26/02/2018	Herman Thuita Maina–200 Shares  James Mwangi Kagotho–50 Shares  Kevin Rigathi Gachagua–250 Shares  Keith Ikinu Rigathi–50 Shares  Irene Nyanjau Wachira–250 Shares  David Kipkemboi Muthamia–200 Shares
9.	<b>Crystal Kenya Limited</b>  (CPR/2009/4898)	12/06/2009	Kevin Rigathi Gachagua–200 Shares  Keith Ikinu Rigathi–200 Shares

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<b>S/No.</b>	<b>Company</b>	<b>Date of Incorporation</b>	<b>Shareholders</b>
10.	<b>Delta Merchants Limited</b> (CPR/2009/4874)	09/06/2009	Rigathi Gachagua-200 Shares Dorcas Wanjiku Rigathi-200 Shares
11.	<b>Vipingo Beach Resort Limited</b> (C.159289)	05/08/2008	Kevin Rigathi Gachagua-Director Keith Ikinu Rigathi-Director Estate of the deceased James Nderitu Gachagua-Shareholder 10,000 Shares
12.	<b>Rigathi Gachagua Foundation</b> (CLG-XXFXRG)	11/11/2022	Rigathi Gachagua
13.	<b>Dorcas Rigathi Foundation</b> (CLG-G9FV2G)	19/10/2022	Kevin Rigathi Gachagua Keith Ikinu Rigathi Dorcas Wanjiku Rigathi Nancy Wambui Kangethe
14.	<b>Heartland Supplies Limited</b> (CPR/2009/4881)	11/06/2009	Rigathi Gachagua-Director/Shareholder-200 Shares Dorcas Wanjiku Rigathi-Director/Shareholder-200 Shares
15.	<b>Karandi Farm Limited</b> (C.94303)	25/06/2001	Rigathi Gachagua - Director/Shareholder-700 Shares

<b>S/No.</b>	<b>Company</b>	<b>Date of Incorporation</b>	<b>Shareholders</b>
			Dorcas Wanjiku Rigathi- Director/Shareholder-100 Shares
16.	<b>Morani Manufacturers Limited</b> <b>(PVT-8LU7Q8GD)</b>	13/10/2021	Dorcas Wanjiku Rigathi- Director/Shareholder-200 Shares  Keith Ikinu Rigathi- Director/Shareholder-200 Shares  Joshua Karianjahi Waiganjo- Director/Shareholder -600 Shares  Grace Wachuka Mwangi-Beneficial Owner
17.	<b>Mothers of the Land Limited</b> <b>(CLG-55FD3B)</b>	01/12/2021	Louiza Njeri Wanjiru-Director/Member  Caroline Jepkemboi Waiyaki- Director/Member  Lucy Njuguni Mutegi- Director/Member  Dorcas Wanjiku Rigathi- Director/Member
18.	<b>Pioneer Medical (K) Limited</b> <b>(CPR/2009/4910)</b>	09/06/2009	Rigathi Gachagua- Director/Shareholder-200 Shares  Dorcas Wanjiku Rigathi- Director/Shareholder-200 Shares

*Shitach*

<b>S/No.</b>	<b>Company</b>	<b>Date of Incorporation</b>	<b>Shareholders</b>
19.	<b>Ridor Furniture Mart Limited</b> <b>(C.141876)</b>	18/07/2007	Rigathi Gachagua- Director/Shareholder-500 Shares  Dorcas Wanjiku Rigathi- Director/Shareholder-500 Shares
20.	<b>Royal Crimson Ventures Limited</b> <b>(PVT-LRU2QZL)</b>	26/02/2018	Kevin Rigathi Gachagua- Director/Shareholder -400 Shares  Keith Ikinu Rigathi- Director/Shareholder -400 Shares  Peter Kangangi Githaiga- Director/Shareholder-200 Shares
21.	<b>Technical Supplies and Services (K) Limited</b> <b>(CPR/2009/4895)</b>	06/06/2009	Rigathi Gachagua- Director/Shareholder-400 Shares  Francis Muchiri Wanguo-Director
22.	<b>Wamunyoro Investments Limited</b> <b>(C.93670)</b>	23/04/2001	Kevin Rigathi Gachagua- Director/Shareholder-1 share  Keith Ikinu Rigathi- Director/Shareholder-1 share

45 To illustrate—

(a) In **November 2023**, Crystal Kenya Limited (number 9 in the above table), a proxy company of His Excellency Rigathi



Gachagua, purchased **Outspan Hotel**, situated at **Nyeri Municipality Block/1/1669**, from Aberdare Safari Hotels for **KShs.535,000,000.00**. The Directors of Crystal Kenya Limited are the sons of His Excellency Rigathi Gachagua, namely Kevin Gachagua and Keith Ikinu. Sometimes, in **August 2024**, His Excellency Rigathi Gachagua publicly admitted that his family had acquired this property.

(b) In **November 2023**, Kevin Gachagua and Keith Ikinu, the proxies of His Excellency Rigathi Gachagua, acquired **Treetops Lodge**, a high-end hotel situated in Nyeri County. Sometimes, in **August 2024**, His Excellency Rigathi Gachagua publicly admitted that his family had acquired this property.

(c) His Excellency Rigathi Gachagua and his proxies also acquired **Olive Gardens Hotel** and **Queens Gate Serviced Apartments** in Nairobi.

(d) His Excellency Rigathi Gachagua acquired **Vipingo Beach Resort**, in Kilifi County.

(e) His Excellency Rigathi Gachagua acquired a parcel of land known as **Ruguru/Kiamariga/1223** in Mathira East Constituency, where he constructed a helicopter landing facility.




(f) His Excellency Rigathi Gachagua acquired approximately **40 acres** of land in Kakuret in Kamburaini in Nyeri County.




- (g) His Excellency Rigathi Gachagua acquired **80 acres** of land in Meru County.
- (h) His Excellency Rigathi Gachagua acquired **a dairy farm** in Nyandarua County.
- (i) Additionally, His Excellency Rigathi Gachagua used his office of Deputy President to exert influence and connive with unscrupulous Ministry of Lands officials to issue **an allotment letter to Wamunoro Investments Limited**, a company that he owns to acquire **L. R. 209/12077 and LR 90923**, situated at Embakasi in Nairobi whose value is estimated at **KShs.1.5 billion** or thereabouts. After that, this company used the fraudulently acquired documents to support a court case at the expense of the legitimate owner of the property.
- (j) Moreover, companies associated with His Excellency Rigathi Gachagua and his proxies were involved in **the KEMSA KShs.3.7 billion irregular procurement of Malaria nets** that put the lives of millions of Kenyans at risk.
- (k) In addition, His Excellency Rigathi Gachagua has used the office of Deputy President to corruptly influence **unnecessary and expensive renovation of his official residence** in Karen and Mombasa running into millions of shillings. In essence, His Excellency Rigathi Gachagua has chosen personal comfort, extreme luxury, and pomposity at the expense of service delivery to the people of Kenya.



(I) **The following are images of some of the properties** that His Excellency Rigathi Gachagua has acquired from proceeds of corruption, influence peddling, and money laundering—

S/No.	NAME AND ADDRESS	IMAGE
1.	Treetops Hotel, located in Nyeri.	
2.	Outspan Hotel, located in Aberdare Ranges	
3.	Olive Gardens Hotel, Argwings Kodhek Road	

*Antwile*

4.	Vipingo Beach Resort	
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46 Additionally, His Excellency Rigathi Gachagua has **the following proxy companies** to trade with the office he holds:

**(a) AgroBriq Investment Limited**

47 It is a private limited company incorporated in Kenya on **28<sup>th</sup> May 2017** under certificate number PVT-RXUP6E. The company deals in building and construction. The company's directors/shareholders are—

(a) Rudani Mayurkumar Mahendrabhai.

(b) Patel Ankitkumar Hasmukhbhai, a non-Kenyan national.

48 The company operates a bank account (number withheld for data protection reasons) at Sidian Bank, opened on **19<sup>th</sup> February 2022**, with the company directors as the account signatories. On **18<sup>th</sup> October 2022**, Bhavika Nathalal Hirani was added as an account signatory and given full mandate to operate the account. Bhavika Nathalal Hirani is a proxy of His Excellency Rigathi Gachagua.

*Bhavika*

49 On **23<sup>rd</sup> January 2023**, the company account received a transfer of **KShs.47,015,367.75** from the Executive Office of the Deputy President.

The payment was supported by—

(a) Notification of Award Letter Ref ODP/ADM.1/57 Vo.IV (70) dated **16<sup>th</sup> December 2022** from the Office of the Deputy President to **Agrobriq Investment Limited** for the proposed Refurbishment of Deputy President's official residence at Karen, at a cost of **KShs.55,559,520.00**.

(b) Payment Voucher of **KShs.55,133,265.92** was received on 10/01/2023 as the 1<sup>st</sup> Interim payment in respect of the contract ODP/RT/001/2022-2023.

(c) An agreement letter dated **22<sup>nd</sup> December 2022** between Office of Deputy President and **Agrobriq Investment Limited** for the proposed renovation of Deputy President's official residence in Karen. Bhavika Nathalal Hirani signed the document as a Director of Agrobriq Investment Limited.

50 On **23<sup>rd</sup> January 2023**, the funds were suspiciously transferred through a transfer of **KShs.45,000,000.00** to a related entity (i.e., Vaghjiyani Enterprises Limited).

51 Shockingly, **the account had been dormant for around nine months** before it received the payment from the office of the Deputy President, adding to the reasonable suspicion that it was a special-purpose vehicle to siphon funds for His Excellency Rigathi Gachagua.



**(b) Lusona Events Limited**

52 This is an events management company that was registered on **30<sup>th</sup> October 2012** under certificate number CPR/2012/87037. The company directors are—

(a) Esther Wanjiru Njenga.

(b) Cecilia Muthoni Njenga.

53 The company operates two bank accounts at the **SBM Bank**, which it opened **in 2015**. The company's directors are account signatories. **Ian Njuguna Gitata** was also introduced as an account signatory and is the sole account operator, pointing to the likelihood that he is the beneficial owner.

54 Between **1<sup>st</sup> January 2024** and **11<sup>th</sup> July 2024**, the account at SBM Bank received a total of **KShs.100,262,821.43** from the Office of the Deputy President, characterised by the receipt of multiple transfers.

55 On **2<sup>nd</sup> July 2024**, the Deputy President's Office paid Lusona Events Limited part of the abovementioned proceeds of corruption and money laundering **in eight transactions in a single day as follows—**

<b>S/No</b>	<b>Date</b>	<b>Amount</b>
1.	2-JULY-2024	2,946,900.00
2.	2-JULY-2024	4,806,639.00
3.	2-JULY-2024	4,679,130.00



<b>S/No</b>	<b>Date</b>	<b>Amount</b>
4.	2-JULY-2024	2,955,450.00
5.	2-JULY-2024	3,374,400.00
6.	2-JULY-2024	5,451,912.40
7.	2-JULY-2024	3,582,536.50
8.	2-JULY-2024	3,840,625.60

56 A **substantial portion of the KShs.100,262,821.43 was used for luxurious largesse and unnecessary expenditure** for carpets, etc., laid down for the Deputy President's functions.

57 Some of the funds were utilised as follows—

(a) Ian Gitata made **KShs.22,800,000.00** in **cash withdrawals**. Some of the withdrawals were declared as cash to pay undisclosed beneficiaries. It was suspicious why they preferred cash payments as opposed to bank transfers.

(b) **KShs.4,000,000.00** transferred to a law firm.

(c) **KShs.26,993,350.00** Investment in fixed-term deposits as follows—

(i) On 27<sup>th</sup> May 2024, **KShs.9,993,350.00**

(ii) On 11<sup>th</sup> July 2024, **KShs.17,000,000.00**



58 The utilisation of funds was reasonably believed to be an act of corruption and money laundering, as **most of the money was withdrawn in cash rather than bank transfers**, which is the custom for huge payments. His Excellency Rigathi Gachagua is reasonably suspected to be the principal beneficiary of these dubious transactions.

**(c) St. Nicholas Rehabilitation and Industrial Training Institute Limited**

59 The company was incorporated on **8<sup>th</sup> April 2021** under registration number PVT-AAACMO4. It deals with student rehabilitation and industrial training, trading as St Nicholas Rehabilitation Centre and Psychiatric Hospital. The sole company director is Nicholas Mugambi Maingi. The company operates an account at Equity Bank, opened on **18<sup>th</sup> August 2017**, with the company director as the sole account signatory.

60 Between **1<sup>st</sup> March 2024** and **5<sup>th</sup> June 2024**, the account received a total of **KShs.21,060,000.00** from office from the Office of the Deputy President. The funds were suspiciously utilised as follows—

(a) **KShs.2,000,000.00** was allegedly used to purchase a white Toyota Prado from **Umarali Motors Limited** for **KShs.8.5 million**.

(b) Another **KShs.4,000,000.00** was suspiciously transferred to Nicholas Maingi's account. A cash trail in the personal account revealed that upon receipt of the funds, Nicholas



made a transfer of **KShs.4,660,000.00** to Umarali Motors Limited on **21<sup>st</sup> March 2024**. The purported payment to Umarali Motors Limited using two routes raises reasonable suspicion of corruption and money laundering.

61 Further, prior to receipt of the two payments from the Office of the Deputy President, the account was transacting in minimal accounts, raising suspicions that the entire transaction was a conduit used by His Excellency Rigathi Gachagua to siphon public funds. The payment scheme used typifies money laundering transactions.

62 **FROM THE MATTERS OUTLINED IN THE PRECEDING PARTS OF THIS MOTION**, it is patently clear that there are serious reasons to believe that His Excellency Rigathi Gachagua, the Deputy President of the Republic of Kenya, using his state office has committed gross economic crimes, namely conflict of interest, abuse of office, conspiracy to commit crimes under—

(a) **sections 45 (1) (a), 46, 47A (3), and 48 (1)** of the Anti-Corruption and Economic Crimes Act.

(b) **sections 2, 3, 4, and 7** of the Proceeds of Crime and Anti-Money Laundering Act.

*Annexed to this Motion is evidence that supports this allegation.*



**GROUND 8: SERIOUS REASONS TO BELIEVE THAT HIS EXCELLENCY RIGATHI GACHAGUA**

HAS COMMITTED CRIMES UNDER SECTION 132 OF THE PENAL CODE AND  
SECTION 29 OF THE LEADERSHIP AND INTEGRITY ACT

63 His Excellency Rigathi Gachagua has **continuously misled members of the public** through false, malicious, divisive and inciteful remarks that are contrary to the provisions of **section 132 of the Penal Code** and **section 29 of the Leadership and Integrity Act**.

64 **To illustrate—**

(a) sometime in **January 2024**, His Excellency Rigathi Gachagua made a sensational but false accusation that **Hon. Justice Esther Maina, Judge of the High Court of Kenya, had engaged in corruption**. He publicly said he would present a petition for the removal of the said judge (which he has not done to date), leading to the inevitable conclusion that he knew his allegations were false.

(b) On or around **26<sup>th</sup> June 2024**, His Excellency Rigathi Gachagua recklessly and unmindful of the high calling and dignified status of the Office of the Deputy President of the Republic and his membership to the National Security Council, both being positions that require one to be a discrete and tempered leader, especially during moments of national crisis, addressed Kenyans on live television in Mombasa County and publicly made sensational statements against the National Intelligence Service



(an essential national security organ), its Director General, and officers. The following is an excerpt of part of his speech:

*"The Director General of the National Intelligence Service, Noordin Haji, was a junior officer in the National Intelligence Service before he was appointed as DPP. When he was appointed to the office of the Director General, because of his inferiority complex, he chased away all the people who were senior to him when he was in the Service, therefore, crippling the capacity of that service and making it dysfunctional. Three Directors were chased away and reassigned to desk jobs in Ministries across Government. Thirteen Assistant Directors, men and women with proven track record of intelligence collection and analysis, were removed from the National Intelligence Service, leaving a shell under a clueless Director General who has no capacity to run the organisation. And that is why the security sector was caught off guard by the intensity, the anger of the Kenyan people, the agitation of the Kenyan people, the resilience of the Kenyan people.'*

Annexed to this Motion is evidence of this allegation.



**PART C: GROSS MISCONDUCT PURSUANT TO ARTICLE 150 (1) (b) (iii) OF THE CONSTITUTION**

**GROUND 9: GROSS MISCONDUCT (PUBLIC ATTACKS ON THE NATIONAL SECURITY INTELLIGENCE SERVICE AND ITS OFFICERS)**

65 The phrase "**gross misconduct**" generally refers to behaviour that is "**very unpleasant**," "**disgusting**," or "**very rude**" (see the Oxford Advanced Learners Dictionary). Therefore, public attacks against an essential national security organ in circumstances that require one to be discreet and tempered constitute gross misconduct.

66 On or around **26<sup>th</sup> June 2024**, His Excellency Rigathi Gachagua, the Deputy President of the Republic of Kenya, **unmindful of the high calling and dignified status of the Office of the Deputy President of the Republic and his membership to the National Security Council**, both being positions that require a leader to be discreet and tempered, especially during moments of national crisis, **addressed Kenyans on live television in Mombasa County and made a scathing attack on the National Intelligence Service** (an essential national security organ).

67 His Excellency Rigathi Gachagua extended the extremely reckless personal attacks to the Director General of the institution.

68 With the unprecedented acts, His Excellency Rigathi Gachagua **acted in a manner that is incompatible with the high calling and dignified status of the Office of the Deputy President** and member of



the Cabinet and the National Security Council (*refer to the excerpt in **Ground 8** of this Motion*).

69 The attacks against the National Intelligence Service and its Director General **constitute gross misconduct and an impeachable offence to the extent that—**

(a) They are incompatible with the high calling and dignified status of the Office of the Deputy President of the Republic of Kenya.

(b) They undermine national security from both internal and external points of view.

(c) They are incompatible with the effective discharge of the delicate and sensitive mandate of the National Intelligence Service.

(d) They had the potential, given the circumstances prevailing in the country at the time, to significantly diminish public confidence in the viability of the Kenyan state and its ability to protect the lives and properties of its citizens.

(e) They go against the constitutionally prescribed oath of allegiance of the Office of the Deputy President under **Article 148 (5) (a) of the Constitution**, which requires the Deputy President to obey, preserve, protect and defend **the Constitution** and all other laws.

*Annexed to this Motion are video clips evidencing the inflammatory, reckless, inciteful public statements.*



**GROUND 10: GROSS MISCONDUCT (INSUBORDINATION)**

- 70 As stated in **Ground 9** of this Motion, the phrase "**gross misconduct**" generally refers to behaviour that is "**very unpleasant**," "**disgusting**," or "**very rude**" (see the Oxford Advanced Learners Dictionary). Therefore, **open or public insubordination of the President**, who is the Head of State and Government under our constitutional framework, is gross misconduct.
- 71 As stated in the preceding parts of this Motion, **Article 147 (1) of the Constitution** designates the Deputy President as the **principal assistant of the President** who shall deputise for the President in the execution of the President's functions.
- 72 His Excellency Rigathi Gachagua **has persistently undermined, demeaned, and committed insubordination instead of assisting the President** in executing the State executive mandate. Instead, he has opted to run a smear campaign against the presidency for political expediency.
- 73 Further, whereas **Article 147 (2) of the Constitution** requires the Deputy President to perform the functions conferred by the Constitution and any other functions that the President may assign, His Excellency Rigathi Gachagua is **openly sabotaging the State's efforts in agriculture**, including the coffee, tea, sugar and milk sectors which the President tasked him to oversee.
- 74 **To illustrate—**



(a) His Excellency Rigathi Gachagua has connived with cartels in the tea sector to block the Kenya Tea Development Agency from implementing guaranteed minimum returns that would benefit smallholder tea farmers.

(b) His Excellency Rigathi Gachagua has influenced his family members, allies, associates, and proxies to take control of a local cooperative society (name withheld) in Mathira, which they are financially haemorrhaging.

*Annexed to this Motion is evidence of this allegation.*

**GROUND 11: GROSS MISCONDUCT (BULLYING)**

75 As stated in **Ground 9** of this Motion, the phrase "**gross misconduct**" generally refers to behaviour that is "**very unpleasant**," "**disgusting**," or "**very rude**" (see the Oxford Advanced Learners Dictionary).

76 **Section 34** of *the Leadership and Integrity Act* provides that a State officer shall not bully any person. "**Bullying**" includes repeated offensive behaviour that is vindictive, cruel, malicious or humiliating and is intended to undermine a person.

77 For **the past two years**, His Excellency Rigathi Gachagua has persistently bullied state and public officers.

78 **To illustrate—**

(a) His Excellency Rigathi Gachagua **bullied Kenya Medical Supplies Agency officials into awarding a tender for the supply of mosquito nets to Crystal Limited**, his proxy company. Crystal



Limited had submitted a fake bid bond with the sole intention of fraudulently acquiring public property.

(b) His Excellency Rigathi Gachagua routinely bullies **public officers in national security organs**, whom he subjects to public attacks and humiliation.

(c) His Excellency Rigathi Gachagua routinely **summons procurement officers in ministries and state institutions** and instructs them to direct the procurement of goods and services in a specific manner.

(d) **In the presidency**, His Excellency Rigathi Gachagua identified public officers who he thinks stand in his way of creating dominance within government and political kingship, and he has severely threatened, intimidated, and harassed them.

(e) **In 2023**, His Excellency Rigathi Gachagua used his position as the Deputy President to intimidate public officers and a contractor and divert materials meant for the construction of the Kilifi—Malindi Road to tarmac a private road to Vipingo Beach Resort, a hotel associated with him.

(f) His Excellency Rigathi Gachagua uses his constitutional power as Deputy President solely to implement sectarian, parochial, and personal interests that seek to profit him.



**PART D: CONCLUSION**

79 In the preceding parts of this Motion and the evidence annexed to this Motion, I have outlined **eleven grounds** for the removal from office by impeachment of His Excellency Rigathi Gachagua.

80 Each Ground of impeachment contains sufficient particulars and evidence to prove that His Excellency Rigathi Gachagua **has grossly violated the Constitution and other national laws throughout the last two years.**

81 Additionally, I have attached satisfactory and compelling evidence of serious **reasons to believe that His Excellency Rigathi Gachagua has committed high crimes under various national laws**, including but not limited to—

- (a) The Anti-Corruption and Economic Crimes Act.
- (b) The Proceeds of Crime and Anti-Money Laundering Act.
- (c) The Leadership and Integrity Act.
- (d) The National Cohesion and Integration Act.

82 Finally, the conduct of His Excellency Rigathi Gachagua, as depicted in this Motion—

- (a) Is unethical, deplorable and reprehensible.
- (b) Is **incompatible with the high calling and dignified status** of the Office of Deputy President of the Republic of Kenya.
- (c) Is **a ticking time bomb** to the extent that it has the potential to plunge the country into **ethnic hatred and strife.**



83 **GIVEN THE MATTERS OUTLINED IN THE PRECEDING PARTS OF THIS MOTION**, I humbly urge Parliament to uphold this Motion to the following effect that:

**PURSUANT** to the provisions of **Article 150 (1) (b)** and **(2)** and **Article 145** of the **Constitution** and **Standing Orders 64** and **65** of the **Standing Orders** of the **National Assembly of the Republic of Kenya**, **THIS HOUSE RESOLVES** to Remove from Office, by Impeachment, **HIS EXCELLENCY RIGATHI GACHAGUA, EGH** the **Deputy President of the Republic of Kenya**.

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SIGNED AT THE NATIONAL ASSEMBLY ON 26<sup>th</sup>.....SEPTEMBER 2024



.....  
HON. MUTUSE ECKOMAS MWENGI  
(MEMBER OF PARLIAMENT, KIBWEZI WEST CONSTITUENCY)





REPUBLIC OF KENYA

THIRTEENTH PARLIAMENT—THIRD SESSION

THE NATIONAL ASSEMBLY

**AFFIDAVIT IN SUPPORT OF THE SPECIAL MOTION FOR THE REMOVAL FROM OFFICE, BY  
IMPEACHMENT, OF HIS EXCELLENCY RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT  
OF THE REPUBLIC OF KENYA**

I, **HON. MUTUSE ECKOMAS MWENGI**, an adult male of sound mind residing and working for gain in Nairobi and Makueni Counties of the Republic of Kenya, **MAKE OATH AND SOLEMNLY STATE AS FOLLOWS—**

- 1 I am a Member of the National Assembly of the Republic of Kenya ("**the Assembly**") representing **Kibwezi West Constituency**.
- 2 I have personal knowledge of the matters set in the Motion for the Removal from Office, by Impeachment, of HIS EXCELLENCY RIGATHI GACHAGUA, EGH, the Deputy President of the Republic of Kenya ("**the Deputy President**"), and hence competent to swear this Affidavit.
- 3 On or around **2<sup>nd</sup> September 2024**, I began collecting and collating evidence to support the Motion. This was inspired by complaints about His Excellency Rigathi Gachagua's ***persistent discreditable and dishonourable acts and omissions over the last two years, each and all***

A handwritten signature in blue ink, appearing to be 'Mutuse Eckomas Mwengi'.

- of which amount to** gross violations of the Constitution, gross violations of other national laws and gross misconduct over the last two years.
- 4 I downloaded the videos alluded to in the Motion ("**the videos**") from the internet using an HP Desktop Computer with Serial Number 00330—80000—00000—AA627 ("**the HP Desktop Computer**").
  - 5 The Videos are in the public domain, as multiple television stations of national coverage have recorded the relevant events.
  - 6 His Excellency Rigathi Gachagua's violations of the Constitution and laws of Kenya and misconduct are matters of general notoriety.
  - 7 I transferred the videos onto the USB Flash Drive presented herewith using the HP Desktop Computer.
  - 8 I also collected and collated the documents and other forms of evidence alluded to in the Motion, copies of which are annexed hereto as part of the Motion and marked as "**Exhibits.**"
  - 9 When I signed this affidavit, I verified the authenticity, accuracy, availability, and downloadability of the videos from the World Wide Web.
  - 10 I earnestly believe that the videos accurately and verifiably depict His Excellency Rigathi Gachagua's public utterances on the various occasions alluded to in the Motion.
  - 11 I earnestly believe that His Excellency Rigathi Gachagua's public utterances, as captured in the videos, are matters of general notoriety.



12 The HP Desktop Computer was in good working condition at all times relevant to the downloading, transfer and saving of the videos.

13 The HP Desktop Computer was under the exclusive access, custody, control and use of authorised people at all times relevant to the downloading, transfer and saving of the videos.

14 The HP Desktop Computer performed all the relevant tasks seamlessly and free from all malware, technical defects, human sabotage and any other shortcomings that would distort or otherwise affect the accuracy and reliability of the electronic evidence embodied in the videos.

15 I urge Parliament to treat this Affidavit as a Certificate for purposes of **section 106 (B) of the Evidence Act** and all other legal requirements governing the admissibility of photographic and electronic evidence.

16 I swear this Affidavit in support of the Motion.

17 I humbly urge all Members of Parliament to approve the Motion.

18 The depositions in this Affidavit and the averments in the Motion are accurate to the best of my knowledge and belief, save where I have relied on advice or information whose sources are disclosed.

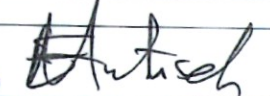
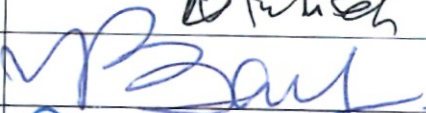

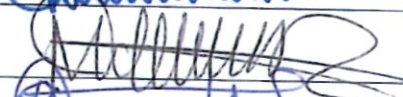
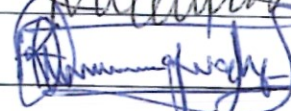
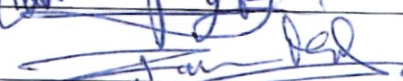
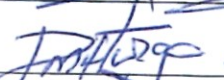
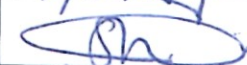


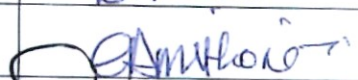
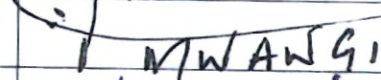
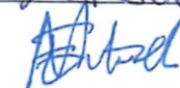
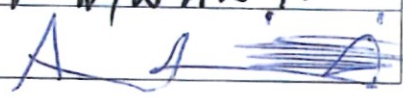
SWORN at **NAIROBI** by the said  
**HON. MUTUSE ECKOMAS MWENGI**  
On...26<sup>th</sup> **SEPTEMBER**.....2024

**BEFORE ME:**

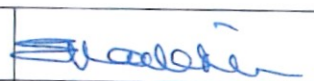
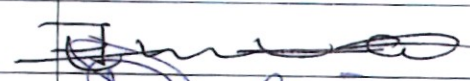
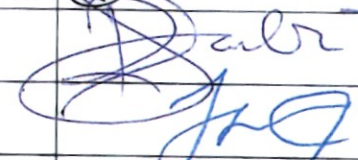
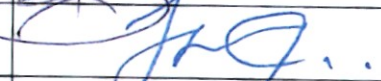


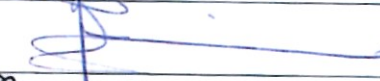
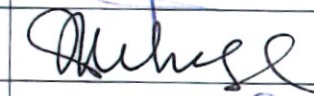
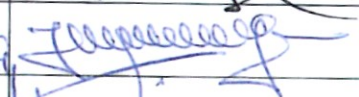
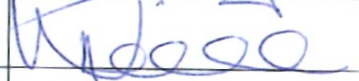
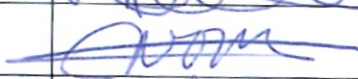
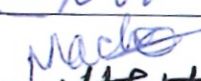



THE NATIONAL ASSEMBLY	
PAPER LAID	
DATE: <u>07 OCT 2024</u>	DAY: <u>Tuesday</u>
BY: <u>Mutuse</u>	Hon Mutuse, Mutuse, MP
CLERK AT THE TABLE:	Anastacia Thumbi

**LIST OF MEMBERS OF THE NATIONAL ASSEMBLY IN SUPPORT OF THE SPECIAL MOTION OF REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA**

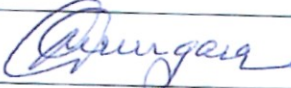



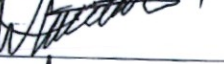
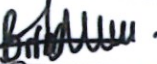


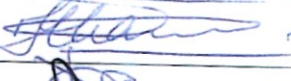


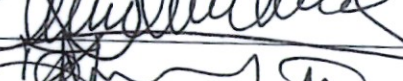

S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
1.	ECKOMAS MWENGI MUTUSE	KIBWEZI WEST	
2.	Owen Lee Baya CBS.	Kilifi North	
3.	JAPHETH NYAKUNDI	Kitui Chache North.	
4.	Mathias Rishi	Isiolo West	
5.	Kimani Ichungwah	Kikuyu - KIAMBU	
6.	ABDUL RAHIM LAWOOD	NORTH IMENTI - MERU	
7.	PATRICK MURHUKU NYAGA	CHUKUA ISAMBANGOMBE	
8.	ERIC WAMUMBI	MATHIRA	
9.	GEORGE KARIUKI	NAIRA	
10.	KILIL DANIEL KARUKU	IKEMBE CENTRAL	
11.	Dorothy Muthoni Ikera	MERU COUNTY	
12.	MWANGI KIYUSURI	LAikipia EAST	
13.	MPURU ABURU 	TIGANIA EAST A	

**LIST OF MEMBERS OF THE NATIONAL ASSEMBLY IN SUPPORT OF THE SPECIAL MOTION OF REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA**

S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
14.	Elizabeth Karumbo Kailencia	NERU	
15.	Edwin Mugo Gichuki	MATTHOYA	<del></del>
16.	RINDIKI MUGAMBI	BURU	
17.	JANE KAGIRI	LAIKIPIA	
18.	ANNE MURATHA	KIAMBU	
19.	JOHN PAUL MWIRIGI	IGEMBE SOUTH	<del></del>
20.	Guido David	Makindu I. East	
21.	JOHN KIRAGU	Limuru Kiambu	
22.	Mary Mangi	Mwea-Kinyaga	<del></del>
23.	Alice Njengai	Thika Town	
24.	Wambangi Wainaini	Othaya	<del></del>
25.	MACHWA WATHAKA	KIAMBU TOWN	
26.	Kuria Kimani	MOLDO	

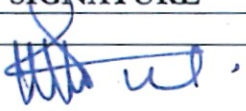

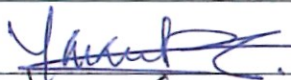
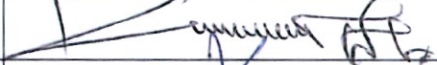
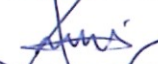








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S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
27.	LIGEORGE GITONGA MURUGARA	THARAKA	
28.	Simon Nganga Kirgore	Ruiru	
29.	JOHN KARIE WAINAINA	Dagoretti South	
30.	Shadrack Mwiti	South Imeni	
31.	Hon. Joseph Wainaina	Nomera	
32.	BETH N MAINA	MURANG'A	
33.	Geoffrey Kiriga Ruku	Mbeere North	
34.	GG KAGOMBE	GATUNDO SOUTH	
35.	JULIUS TATUMU	Igembe North	
36.	Dennis Maiti Maitenga	MARI TOWN	
37.	Kwame Juma	Kiunga	
38.	John Mwangi Mwangi	Kiambaa	
39.	John Kanyatta Mubungu	Tigania West	

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**LIST OF MEMBERS OF THE NATIONAL ASSEMBLY IN SUPPORT OF THE SPECIAL MOTION OF REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA**







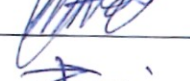
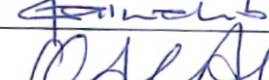
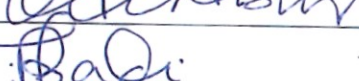
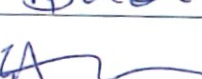
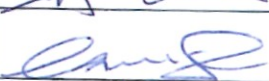


S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
40.	HON JUNET MOHAMMED	SUNA EAST	
41.	HON. Mohamed Abdikheri	LAKEVI	
42.	HON. YAKUB ABU KUNO	BURA	
43.	HON RICHARD KEN CAHONGA	KILIFI SOUTH	
44.	HON. ALI WARIO	GARSEN	
45.	HON RWEIDA OBO	LAMU EAST MP	
46.	HON. KHANIS CHOME ABDI	VOI	
47.	HON ABUBAKAR KHUMBO	NOMINATED	
48.	HON ZAM ZAM MOHAMMED	MOMBASA	
49.	HON RASHID J. BETAZIMBA	KI SAUWI	
50.	HON SATO BUJA HRIBATE	GALOLE	
51.	HON PETER SHAIKE	MURTALE	
52.	HON PETER MASARA <i>Enthick</i>	SUNA WEST	

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S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
53.	HON. MISHI JUMA MRBOKO	LUKONI	
54.	HON JOYCE OSOGO BENSUDA	HIBAY	
55.	HON FARUKA MASITO	KWARE	
56.	HON. MOHAMED MACHELE	MVITA	
57.	HON ADUMA OWUOR	NYAKACH	
58.	HON. JERUSA MOMANYI	NYAMIRA	
59.	HON GOGO LILIAN	RANGWE	
60.	MILLIE ODHAMBO (HON)	SUBA NORTH	
61.	HON. IRENE MAYAKA	NOMINATED	
62.	HON DIUC MAUNU	LUANJA	
63.	HON JASHAO QRON	KISUMU CENTRAL	
64.	HON WALTER OUMO	AWENDO	
65.	HON. PATRICK OSEO	BORARBH	

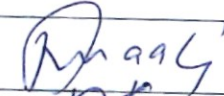

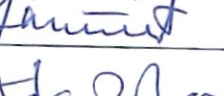
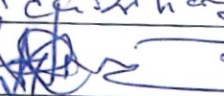
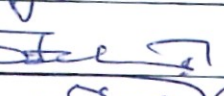




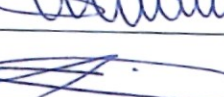



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S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
66.	HON. NOLFASON BARON GO	BOMACHOGI BARABU	
67.	HON. MARK OGOLA NYAMITA	URIRI	
68.	HON. TPM M. DDEGE	NTASIKE	
69.	HON. GISIRO C. OMBATI	KIRURU MASABA	
70.	HON. OKU KALENYA	TESO NORTH	
71.	Hon Rozah Binyu	KISUMU WEST	
72.	HON. CHARLES D. WERE	KASIPU	
73.	FATUMA MOHAMMED (Hon)	MILORI COUNTY	
74.	HON. PAUL ABUOR	RONGO	
75.	HON BADU BADU IWALIB	JOMVU	
76.	HON DR CHARLES DUNHOG	BONDUORI	
77.	HON. CALES ANISI LUYAI	SABOTI	
78.	HON ERICHA D. ODHAMBO	GEM	

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S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
79.	Hon. FARAH MAALIM	DADAB	
80.	Hon. Eliph Memusi Kandiary	Kajiado Central	
81.	Hon. KAKUTA MAMMA HAMISI	KAJIADO EAST	
82.	Hon. AIDEN DAUDI MOHAMED	WASIR EAST	
83.	HON RBS WANJALA	BIDAWANGI	
84.	HON PETER ORERO	KIBRA	
85.	Hon Martin Peters Owind	NDHIWA	
86.	HON GEORGE PETER KALUNA	HOMA BAY TOWN	
87.	Hon TJ Kejwang	RUARUA	
88.	HON. CHIFOROMBO MAMUTLE	LUNDA-LUNDA	
89.	Hon DONIA SOGAT	KISI	
90.	Hon. Stephen M. Mogana	West Mugiranga	
91.	Hon Philip Odium Okochi	Layuh	

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**LIST OF MEMBERS OF THE NATIONAL ASSEMBLY IN SUPPORT OF THE SPECIAL MOTION OF REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA**

S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
92.	HON. GEOFREY M. DIANCHA	MATAYOS	
93.	HON. TIM WADYOMI	WESTLANDS	
94.	HON. CHRISTINE DMBAGA	SIAYA	
95.	Hon Hussein Weytan	Mandera East	
96.	HON GEORGE M. NDUN	MAKADARA	
97.	Hon. Joseph M. Oyula.	BURULLA.	
98.	HON JOHN BWIRE	TRVETA	
99.	HON AMAR MWSINYI	CHAN GAMBE	
100.	HON Catherine Omayo	BUSIA	
101.	HON. DANSON MWASHAKA	WUNDAMBI	
102.	HON INNOCENT MUGABE	LIKUYAARI	
103.	HON Charles Ngũgũ	Mwingi West	
104.	HON ELSIE MUKHANDA	KAKAMEGA COUNTY	



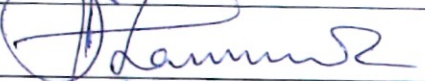

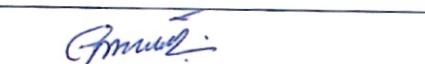



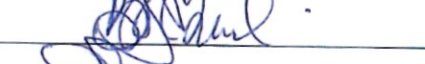


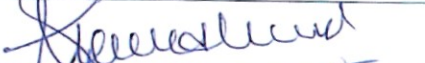
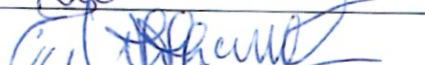
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**LIST OF MEMBERS OF THE NATIONAL ASSEMBLY IN SUPPORT OF THE SPECIAL MOTION OF REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA**

S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
105.	Hon. J. L. Sunkubi	Kilgoris	
106.	Hon. A. Udgoon Syeed	Garissa	
107.	Hon. Dr. John Ariso	Wakamba South	
108.	Hon. Tindi Muale	Butere	
109.	<del>Otiende Amallo</del>	<del>Rarieda</del>	<del></del>
110.	Hon. Christopher Beke	Urusu	
111.	HON PAUL EKWOM NABUIN	TURKANA NORTH	
112.	Nicholas Njoror	Turkana East	
113.	YUSSUF MOHAMMED FATEH	Wajir west	
114.	ABDIKADIR HUSSEIN MUSA	LAGOONIA	
115.	James O. Kibyo	Muhoroni	
116.	SARAH PAULAITA KORENE	Lalipia North	
117.	Hon. UMULCHER HARUN MOHAMED	NOMINATED GARWA	

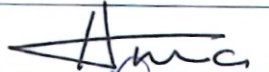
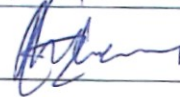



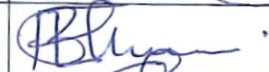


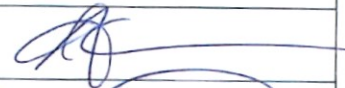


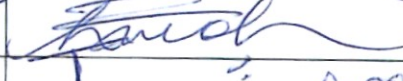

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S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
118.	Hon J.W. NYIKAL	SGMB	
119.	Daniel Manduku	MABARA MABISA	
120.	Hon. Mohammed Adow	WAJIR SOUTH	
121.	Hon. Wawo Turyo	North Flou	
122.	Hon: Paul Icatana	Icatani	
123.	Hon MAURICE KAKA BISAU	KIMINI	
124.	Hon. EMMAUSUEL WANGWE	NAVAKHOLO	
125.	Hon BERNARD M. SHARAI	IKOLOMARI	
126.	Hon Nahawera Naloni	Lugari	
127.	Hon Patrick Maken	MWAKO	
128.	Hon Shakeel Shabbir Ahmed	Kisumu East	
129.	Hon Adan Kayman	Eldas	
130.	Hon Fatuma Jehow	Wajir	

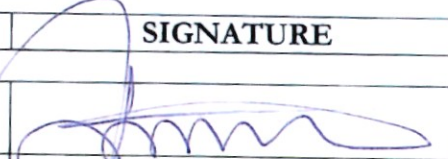

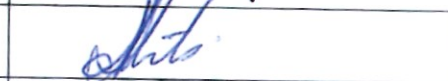


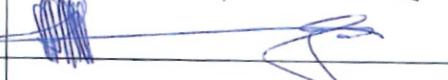
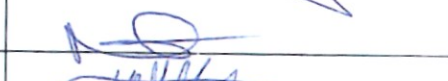
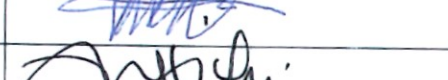
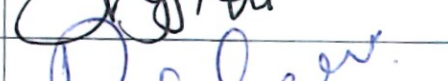

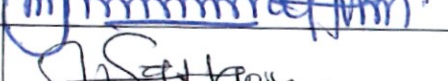
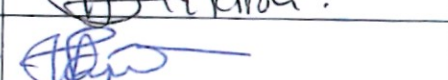

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**LIST OF MEMBERS OF THE NATIONAL ASSEMBLY IN SUPPORT OF THE SPECIAL MOTION OF REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA**

S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
131.	Hon Amina Mnyazi Laura	Malindi	
132.	HON GETRUDE MBEYU	CWR ILIPI	
133.	HON ADIRO OKUOME	KARACHUNYO	
134.	ABDI OMAR SHURIE	BALAMBATA	
135.	ANTHONY TOM OLUOGA	NATHARA	
136.	Beatrice Elaini	Dagoretti North	
137.	Hon. Samuel Aramo	NAKUR TOWN WEST	
138.	HON GUYO JARDESA	MOYALE	
139.	Hon. Anthony Kibagendi	KITOTO CHACTE SOUTH	
140.	Hon Samuel Atanoli	Alego Vsong	
141.	Hon Ruth Busia	Kisumu County	
142.	HON RWE OBARA	KARONDO KASIPUC	
143.	Hon Johnson Many Nalaga	MUMIAS WEST	

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S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
144.	KIPTEGON JOHANA	EMURUA DIKIRI	
145.	OMBORO MILEMBA	OMHAYA	<del></del>
146.	MARWA MATSORI	KURIA EAST	
147.	MOSES TERURIA	CENTRAL / MOUNT	
148.	Lydia Hairica Mizighi	Taita - Taveta	
149.	Adan Haji Jussuf	Mandera West	
150.	Mumina Bonaya	ISIOLO COUNTY	
151.	CHARLES GIMOSE	HAMISI	
152.	Mohamed Tubi	ISIOLO SOUTH	
153.	Zakeer Jhanda	Nyaniba Chache	
154.	HON. CLEMENT SLOYA	MP - SABATIA	
155.	Hon Suleka Hulbale Harun	MP - Nominated	
156.	Hon Lekumotator Jackson	MP - Emburu East	

*Entered*

**LIST OF MEMBERS OF THE NATIONAL ASSEMBLY IN SUPPORT OF THE SPECIAL MOTION OF REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA**

S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
157.	HON ANTHONY KENYA MUPE	RABAI	<del>Anthony Kenya Mupe</del>
158.	Hon Bashir S. Alchullail	Mandera North	Bashir S. Alchullail
159.	Hon Didane Barasa, MP	Kimili Coast	Didane Barasa
160.	HON MALULU INJENDI	MALAAVA	<del>Malulu Injendi</del>
161.	HON GEORGET MULANTA	NAMBALE	Georget Mulanta
162.	HON FRÉDRICK IKANA	SHINYALU	Frédrick Ikana
163.	<del>Hon. Mohammed Aden</del>	<del>Wajir South</del>	<del>Mohammed Aden</del>
164.	<del>Hon. Carol Ann Lim</del>	<del>MP SAKIL</del>	<del>Carol Ann Lim</del>
165.	HON. PETER OSCAR NABULINDO	MATUNGU	Peter Oscar Nabulindo
166.	<del>Hon Dick Mugo</del>	<del>Luanda</del>	<del>Dick Mugo</del>
167.	TITUS KHAMATA	Lurambi	Titus Khamata
168.	JOSEPH. H. DENA	NOMMOTO ANC	Joseph H. Dena
169.	E. KIVAI KARESI	VITHIGA ANC	E. Kivai Karesi

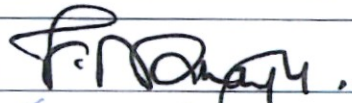










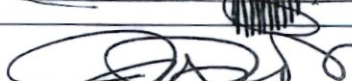

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**LIST OF MEMBERS OF THE NATIONAL ASSEMBLY IN SUPPORT OF THE SPECIAL MOTION OF REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA**

S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
170.	Hon. Vincent Muryota	Mwala	<del>Handwritten signature</del>
171.	Hon. Fabian K. Muriuki	Karungu	Handwritten signature
172.	Hon. Caleb M. Mule	Machakos Coast	<del>Handwritten signature</del>
173.	Hon. Joshua Mwalyo	MASINGA	Handwritten signature
174.	Hon. Dr. Rachael Nyamai	Kotui South	Handwritten signature
175.	<del>Hon. Wambui Njiru</del>	Kisumu East	<del>Handwritten signature</del>
176.	Hon. Dido RASSO	Sakau	Handwritten signature
177.	<del>Hon. Wario Guro</del>	NORTH HAVEL	<del>Handwritten signature</del>
178.	Hon. Leventon	Lamu	Handwritten signature
179.	Hon. Silvanus Osoo	S. Mombasa	Handwritten signature
180.	Hon. ABDISIRAR K ALI	NOMINATION	Handwritten signature
181.	Hon. Abdul Haro	mandera South	Handwritten signature
182.	HON MARY EMAASE	TESO SOUTH	<del>Handwritten signature</del>

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**LIST OF MEMBERS OF THE NATIONAL ASSEMBLY IN SUPPORT OF THE SPECIAL MOTION OF REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA**

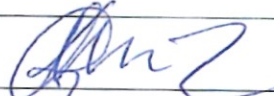
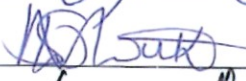
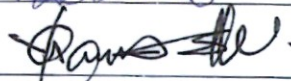
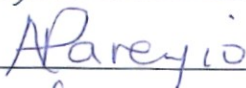
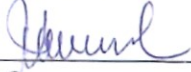
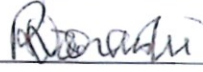
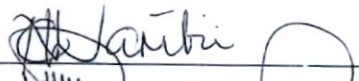
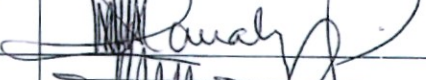

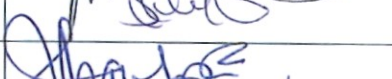



S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
183.	IRANG NJOKI	BAHATI	
184.	NERARI MURIUKI	MBEERE SOUTH	
185.	GEORGE GACHAGUA	NJARAGUA	
186.	STEPHEN KARANI	LAIKIPIA WEST	
187.	GITHWA WAMACHUKU	Kabeti	
188.	RAHAB MUKAMI WACHIRA	Nyeri	
189.	NJORGE WANJANA	Kieni	
190.	ELIJAH NJORGE KURURIA	Gatundu North	
191.	EPUYO NANOK DANIEL	Turkana West	
192.	MUTHONI MARUBU MONICAN	Lamu County	
193.	KENNETH K. TURGUKU	Ganze	
194.	MUTHANA STANLEY	LAMU WEST	
195.	JOSEPH EMATHE NAMUAR	TURKANA CENTRAL	

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**LIST OF MEMBERS OF THE NATIONAL ASSEMBLY IN SUPPORT OF THE SPECIAL MOTION OF REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA**

S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
196.	<del>Charles Nguma</del>	<del>Mwingi West</del>	<del>[Signature]</del> #hush
197.	Faith Ciptain	Nyandarua	[Signature]
198.	<del>Nicholas Njiru</del>	<del>Turkana East</del>	<del>[Signature]</del> #hush
199.	CECILIA ASINYEN NGITIT	TURKANA COUNTY	[Signature]
200.	Pamela Njiru Njeru	Embu county	[Signature]
201.	Robert Bahii	Wajir	[Signature]
202.	PROTZ AKUJAIT	LOIMA	[Signature]
203.	KASSIM SAWA	MATUGA	[Signature]
204.	Pauline Lengua	Samburu	[Signature]
205.	Hon Dr Robert Purose	ENDERBET	[Signature]
206.	Hon George Sunkenja	Kajiado west	[Signature]
207.	<del>Hon Otieno Oduo</del>	<del>LI LINDINI</del>	<del>[Signature]</del> #hush
208.	Hon JOASH NYAMOKO	NORTH MURIGANGO	[Signature]

**LIST OF MEMBERS OF THE NATIONAL ASSEMBLY IN SUPPORT OF THE SPECIAL MOTION OF REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA**




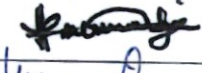
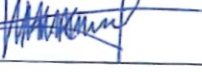






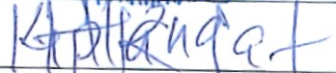
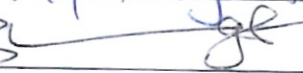
S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
209.	KITILAT OLE NTUTHU	NAROK SOUTH	
210.	Hon Leah Sankaire	Kajiado county	
211.	Lemankson Aramat	Narok West	
212.	Agnes Pareyo	Narok North	
213.	Gabriel K. Tongoyo	Narok West	
214.	Hon. Rebecca Tonkei	Narok County	
215.	Hon. Catherine Wambilianga	Bungoma County	
216.	John Makali	Kanduyi	
217.	John Chikati	Tongarewa	
218.	SUSAN KARURI	TIKAKA NORTH	
219.	MBURU KATHANARA	LARI	
220.	Geoffrey Mandeto	TETU	
221.	RONALD K. KARURI	KASARANI	

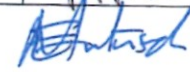
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**LIST OF MEMBERS OF THE NATIONAL ASSEMBLY IN SUPPORT OF THE SPECIAL MOTION OF REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA**





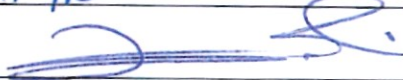
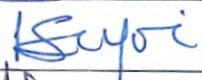



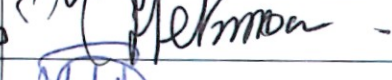
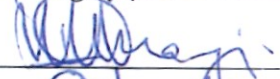


S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
222.	Exp. Emeritus Jackson Keger	Baringo	Jackson?
223.	Hon Adams Njirani	Keiyo North	Adams
224.	Kangogo Bowen	Marakbet East	Kangogo
225.	Jemariah Surgo	Baringo MP	Jemariah
226.	William Kamket	TIATY	William
227.	CAROLINE NG'ELECHEI	ELGEYO MARAKWET	Caroline
228.	REUBEN KIBURUK	MURIGATI	Reuben
229.	Kimayo Gideon	Keiyo south	Kimayo
230.	Hon Nura C. Sirma	Eldama lowine	Nura
231.	HON. JOSEPH KIPKOROS	BARINGO NORTH	Joseph
232.	HON JOSHUA KANDIE	BARINGO CENTRAL	Joshua
233.	HON CHARLES KAMUREN	BARINGO SOUTH	Charles
234.	HON IGOTI JOHN WALEKE	Sirisia	Igoti

**LIST OF MEMBERS OF THE NATIONAL ASSEMBLY IN SUPPORT OF THE SPECIAL MOTION OF REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA**

S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
235.	Hon. RICHARD YEGON	BOMET East/BOMET	
236.	Hon Richard Kikel	Bomet Central/Bomet	
237.	Hon BRIGITTON LOMARO YEGON KONOIN		
238.	Hon. Amb. FRANCIS K.A. SIGEI	SOTIK/Bomet	
239.	HON. KIPNGETICH KOECH VICTOR	CHEPALUNGU/BOMET	
240.	HON LINET CHEPKORIR TOTU	BOMET COUNTY	
241.	Hon Justice Kemei	Sigowet/Soin	
242.	Hon. Nelson Koech.	Belgut / Kericho	
243.	Hon Beatrice Kemei	Kericho	
244.	Hon Joseph K. Chereroi	KIPKELION EAST KERICHO	
245.	Kubet Komungoi	Kericho/Burati	
246.	Hilary Kosgei	KIPKELION WEST	
247.	Hon Benjamin K. Langat	Ainamoi	


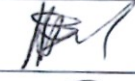



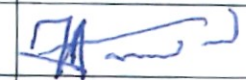



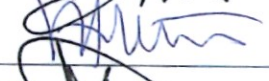
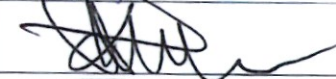

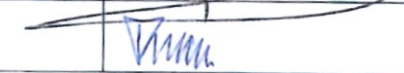


**LIST OF MEMBERS OF THE NATIONAL ASSEMBLY IN SUPPORT OF THE SPECIAL MOTION OF REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA**

S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
248.	HON MUTA ALFRED KIPROWO	KURESOI NORTH	
249.	LIZA CHELULE	MAICURU COUNTY MP	
250.	HON JOSEPH K. TOMU	KURESOI SOUTH	
251.	HON PAUL K. CHEBOR	RONGAI	
252.	HON FRED KAPONDI CHESEBE	MT. ELGON	
253.	HON LILIAN SIYOI	TRANS-NZOIA	
254.	HON NAOMI JILLO WAGO	Marsabit	
255.	HON FEIYAL ABD BADER	MBAMBENI	
256.	HON. ALYAH NIMNIS	BOMACHYI CHACHA	
257.	HON DEKOW BARROW	GRATISSA Township	
258.	HON. Innocent Obiri	Bobasi	
259.	HON. OSOLE CIDEAN	BONDU	
260.	HON. SABINA CHEGE	NOMINATED	

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**LIST OF MEMBERS OF THE NATIONAL ASSEMBLY IN SUPPORT OF THE SPECIAL MOTION OF REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA**

S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
261.	Hon. Peter Lochkapung	Sigor	
262.	Hon. Samuel M. Chumel	Kapenguria	
263.	Hon. Rael C. Kasiwai	West Pokot county	
264.	Hon. David Pkosiny	Pokot South	
265.	Hon. Titus Lotee	Pokot North - Kacheliba	
266.	Hon. Joseph Samal Komua	Isiolo North	
267.	<del>Hon Charles Oluke</del>	<del>Bungoma</del>	
268.	Hon. Selye	Sabur North	
269.	Hon. Kareke Mbiuki	Maara	
270.	Hon. Martin Petch	Webuye East	
271.	Wanani Wamboko	Bunbu	
272.	DAVID O. OCHENG	UGENYA	
273.	FERDINAND KEVIN WANYONYI	KWANZA	




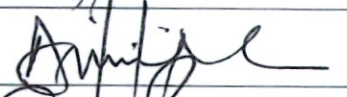


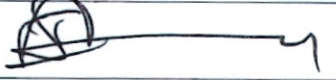
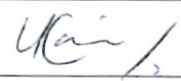
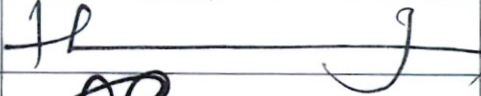

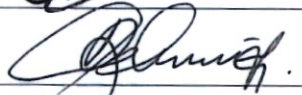

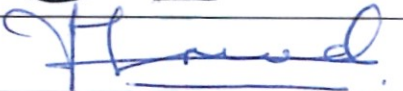
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**LIST OF MEMBERS OF THE NATIONAL ASSEMBLY IN SUPPORT OF THE SPECIAL MOTION OF REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA**

S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
274.	GLADYS JEPKOSGEI BOSS SHOLLEI	UASIN GISHU	G Bossshollei
275.	PAUL KIBICHUY BIZZO	CHESUMBI	
276.	MARIANNE KITANT.	ALDAI	
277.	SAMUEL KIPRONO CHEPIONGA	AMARKOT	
278.	JANET SITIENET	TURBO	
279.	Muge Jepkosgei Cynthia	NANDI	
280.	JOSSES KOSGEY LELMENGIT	EMAWEN	
281.	DAVID KIPRAGAT	SOY	
282.	JULIUS KIPBINOT	TINDIRET	
283.	Julius K Kuto	Kesero	
284.	Bernard Ketur	Nandi Hill	Bernard Ketur
285.	PHYLIS BARTOO	MOIBEN	
286.	OSCAR K. SWI	KAPSIPKOT	

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**LIST OF MEMBERS OF THE NATIONAL ASSEMBLY IN SUPPORT OF THE SPECIAL MOTION OF REMOVAL FROM OFFICE, BY IMPEACHMENT, OF H.E. RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA**

S/NO.	NAME	CONSTITUENCY/COUNTY	SIGNATURE
287.	DAN WANYAJA	WEBUYE WEST	
288.	Hon. DR ADAGARA BEATRICE	VITHUA COUNTY	
289.	Hon. ANNA DIKA	Tana River	
290.	Hon. Abdi Ali Abdi	UJALA	
291.	Hon. Hussein Abdi Barre	TARBAJ	
292.	HON. GOMZI RAH	KIWANSO	
293.	Hon. Ibrahim Abdi Sany	Wajir North	
294.	Hon. Ummu KER KASSIM	MANDERA COUNTY	
295.	Hon. Salah Farah	Fafi	
296.	Hon. Canshi Omundi	Suba South	
297.	Hon. Robert Bichimw	BICHUBU	
298.	Hon. MICHAEL MUCHIRA	OLGOROK	
299.	Hon. JARBO Okello	NYANDU	

*Amund*



REPUBLIC OF KENYA

THIRTEENTH PARLIAMENT—THIRD SESSION

THE NATIONAL ASSEMBLY

**WITNESS AFFIDAVIT IN SUPPORT OF THE SPECIAL MOTION FOR THE REMOVAL FROM OFFICE, BY IMPEACHMENT, OF HIS EXCELLENCY RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA**

I, **ANDREW MULWA**, an adult male of sound mind residing and working for gain in Nairobi and Makueni Counties of the Republic of Kenya, **MAKE AN OATH AND SOLEMNLY STATE AS FOLLOWS—**

- 1 I am the immediate former Chief Executive Officer of the Kenya Medical Supplies Authority ("**KEMSA**"). I was deployed to KEMSA as an Acting CEO following the corruption scandals of **May 2023**.
- 2 I have personal knowledge and experience of the issues raised in **paragraphs 45 (j)** and **78 (c)** (in **Grounds 7** and **11**) of the Motion for the Removal from Office, by Impeachment, of His Excellency Rigathi Gachagua, EGH, the Deputy President of the Republic of Kenya. This knowledge and experience, gained during my tenure as the immediate former Chief Executive Officer of the Kenya Medical Supplies Authority, makes me competent to swear this Affidavit.


A handwritten signature in blue ink, appearing to read 'Andrew Mulwa'.


- 3 His Excellency Rigathi Gachagua was involved in **the KEMSA KShs.3.7 billion irregular procurement of Malaria nets** both directly and through proxies. His proxies were his son, **Dr. Ikinu Rigathi**, and **Shobikaa Impex Private Ltd**, an Indian company that was irregularly awarded the tender. The irregularities constrained the donor, the Global Fund, to terminate the procurement proceedings.
- 4 On or around **11<sup>th</sup> July 2023**—
- (a) His Excellency Rigathi Gachagua called me from his **mobile phone number, +254 722 723 687**, on my mobile phone number, **+254 720 298 228**, and pressured me to surrender to his proxy the **original bid bond submitted by Shobikaa Impex Ltd** for the above tender. He told me that he would send a proxy to collect the original bid bond.
- (b) **Dr Ikinu Rigathi**, His Excellency Rigathi Gachagua's son, called and sent me WhatsApp messages from his **mobile phone number +254 717 871 036**, claiming to be acting for and on the instructions of His Excellency Rigathi Gachagua. He asked for **Shobikaa Impex Private Ltd's Original Bid Bond** for the above tender, which he said His Excellency Rigathi Gachagua was trying to collect from KEMSA. Annexed hereto and marked "**AM-1**" are screengrabs of the relevant messages.
- (c) Dr Ikinu Rigathi, His Excellency Rigathi Gachagua's son, sent **Ogora Wilson Okulo** of **National Identity Card Number 28642358** to collect the original bid bond submitted by Shobikaa Impex Ltd.



- 5 I earnestly believe, based on the circumstances prevailing at the time, that **the calls from His Excellency Rigathi Gachagua and the calls and WhatsApp messages from Dr Ikinu Rigathi were aimed at interfering with investigations and covering a procurement irregularity** in which Shobikaa Impex Ltd, which was His Excellency Rigathi Gachagua's proxy in the tender, **had belatedly sneaked the bid bond into its tender**. Annexed hereto and marked "**AM-2**" are screengrabs of the relevant WhatsApp messages. Also annexed hereto and marked "**AM-3**" is a bundle of relevant correspondence and documents.
- 6 Given **the status, power, threats and influence** of the people involved in the interference with the investigations and coverup of the irregularities surrounding the procurement of treated mosquito nets, I was constrained to surrender the original bid bond to Ogora Wilson Okulo. In short, **I was caught in a tricky situation, as there was nothing much I could do as a junior government officer** against a sitting Deputy President of the Republic of Kenya.
- 7 The depositions in this Affidavit and the averments in the Motion are accurate to the best of my knowledge and belief, save where I have relied on advice or information whose sources are disclosed.

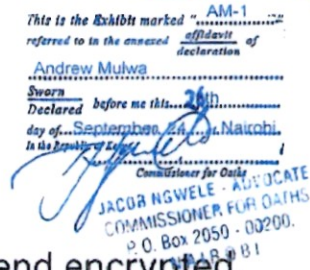
SWORN at **NAIROBI** by the said  
**ANDREW MULWA**  
 On **36th**.....**SEPTEMBER**.....2024

BEFORE ME:   
**JACAR NGWELE - ADJUDGATE**  
**COMMISSIONER FOR OATHS**  
 P.O. Box 2050 - 00200  
 NAIROBI

  
 }  
 } .....  
 } (Deponent)  
 }  
 }  
 }  
 }  
 }



< 364 Dr Ikinu Rigathi



Jul 11, 2023

Messages and calls are end-to-end encrypted. No one outside of this chat, not even WhatsApp, can read or listen to them. Learn more

Hello. Dr Ikinu Rigathi here. Kindly contact me when possible there is a document for HE we are trying to collect

12:43

Missed voice call at 15:47

Forwarded

Ogora Wilson Okulo [28642358](tel:28642358)

The person I am sending to kemsa

15:48

The gentleman has been at your office for some time now waiting to collect

15:48

I'm here 15:50 ✓✓

Ask him to come to my office 15:51 ✓✓

Page 4 of 11

Corporate office : 34, Samathi Street, Vemminalai post,  
Karur - 639006, Tamil Nadu, India.  
Ph : +91 4324 220301 Fax: +91 4324 220241  
Email : sivasamy@shobikaainpex.com

SHOBIKAA IMPEX PRIVATE LIMITED

12<sup>TH</sup> JUNE 2023

CHIEF EXECUTIVE OFFICER  
KENYA MEDICAL SUPPLIES AUTHORITY  
COMMERCIAL STREET, INDUSTRIAL AREA  
P.O. BOX 47715, 00100 GPO,  
NAIROBI, KENYA

① H.Poc - 13/6/23  
TNA  
S. L. L.

Dear Sir/Madam,

**RE: NOTIFICATION FOR TENDER NO. GF ATM MAL NFM-2022/2023 OIT-02 -  
SUPPLY OF LONG-LASTING INSECTICIDAL NETS (LLINS).**

Reference is made to the above tender which we participated in and we were unsuccessful, we would wish to collect the original bid bond for the same tender.

Kindly issue the original bid bond to the bearer of this letter on our behalf.

Thank you for your continued support.

Yours faithful

Shobikaa Impex Private Limited

  
M.PALANIAPPAN  
CHIEF EXECUTIVE OFFICER



② PM - Caroline G.  
TNA  
13/6/23

KEMSA (CEO's Office)  
RECEIVED EXTERNAL  
13 JUN 2023  
Received L: LSAC  
Time:  
Action By: 9.11  
CC:

ISO 9001:2015 Certified Company

Posterior Plot No : 20, 22, 27, SE No : 558, 560, Adm. SIDCO Industrial Estate, Vemminalai (PO), Karur - 639006



# KENYA MEDICAL SUPPLIES AUTHORITY

Commercial Street, Industrial Area  
P.O. Box 47715, 00100 GPO,  
Nairobi, Kenya



Tel: +254 20 3922000, Fax: +254 203922400  
GSM +254 719 033000, +254 733 806600  
Email: info@kemsaco.ke

All Correspondence should be addressed to Chief Executive Officer

When replying please quote our ref:

Ref: KEMSA/CEO/PROC/GF-PROC/ (020)

Date: 30<sup>th</sup> June, 2023

Chief Executive Officer  
Shobikaa Impex Private Limited  
Corporate Office: 34, Sannathi street, Vennaimalai Post  
Karur-639006, Tamil Nadu  
**INDIA**  
Email: [sivasamy@shobikaaimpex.com](mailto:sivasamy@shobikaaimpex.com)

Dear Sir/Madam,

**RE: REQUEST FOR BID BOND - SHOBIKAA IMPAX PRIVATE LIMITED  
TENDER NO: GF ATM MAL NFM-2022/2023 OIT - 02 SUPPLY OF LONG  
LASTING INSECTICIDAL NETS (LLIN'S)**

The above subject refers.

Reference is made to your letter dated 12<sup>th</sup> June 2023 requesting for the release of your Original Bid Bond submitted under Tender No.: GF ATM MAL NFM- 2022/2023 OIT - 02 Supply of Long-Lasting Insecticidal Nets (LLIN'S).

We would like to inform you that the subject tender is currently under investigations and all the documents related to this tender are not under our custody. We have however, written to the Ethics and Anti-corruption Commission to release the Original Bind Bond to facilitate your request.

KEMSA will advise as soon as we get response from the investigating Agency or the document is released back to KEMSA.

Yours faithfully

Dr. Andrew Mulwa  
**Ag. CHIEF EXECUTIVE OFFICER**



# KENYA MEDICAL SUPPLIES AUTHORITY

copy

Commercial Street, Industrial Area  
P.O. Box 47715, 00100 GPO,  
Nairobi, Kenya



Tel: +254 20 3922000, Fax: +254 203922400  
GSM +254 719 033000, +254 733 606600  
Email: info@kemas.co.ke

All Correspondence should be addressed to Chief Executive Officer

When replying please quote our ref:

Ref: KEMSA/CEO/PROC/GF-PROC/ (01)

Date: 30<sup>th</sup> June, 2023

General Twalib Mbarak  
Chief Executive Officer  
Ethics and Anti-Corruption Commission  
Integrity Centre (Jakaya Kikwete/Valley Road Junction)  
P.O Box 61130 -00200  
**NAIROBI**



Dear CEO,

**RE: REQUEST FOR BID BOND FOR SHOBIKAA IMPAX PRIVATE LIMITED  
TENDER NO: GF ATM MAL NFM-2022/2023 OIT - 02 SUPPLY OF LONG  
LASTING INSECTICIDAL NETS (LLIN'S)**

The above subject refers.

We are in receipt of a letter dated 12<sup>th</sup> June 2023 from Shobikaa Impex Private Limited requesting for their Original Bid Bond submitted under Tender No.: GF ATM MAL NFM- 2022/2023 OIT - 02 for supply of Long-Lasting Insecticidal Nets (LLIN'S).  
*(Copy attached for ease of reference)*

All the documents related to this tender were submitted to your office as requested.

To help us respond to the supplier, we request your office to release the Original Bid Bond as per the bidder's request.

Yours Sincerely,  
  
Dr. Andrew Mulwa  
**Ag. CHIEF EXECUTIVE OFFICER**

Encl:



*Autused*

## KENYA MEDICAL SUPPLIES AUTHORITY

Commercial Street, Industrial Area  
P.O. Box 47715, 00100 GPO,  
Nairobi, Kenya



Tel: +254 20 3922000, Fax: +254 203922400  
GSM +254 719 033000, +254 733 606600  
Email: info@kemsa.co.ke

*All Correspondence should be addressed to Chief Executive Officer*

When replying please quote our ref:

Ref: KEMSA/GF-PROC/23(01)

Date: 11<sup>th</sup> July, 2023

Chief Executive Officer  
Shobikaa Impex Private Limited  
Corporate Office: 34, Sannathi street,  
Vennaimalai Post  
Karur-639006, Tamil Nadu  
**INDIA**  
Email: sivasamy@shobikaaimpex.com

Dear Sir/Madam,

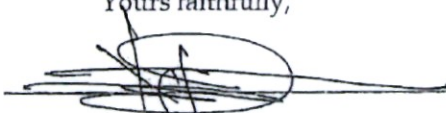
**REF.: DISCHARGE OF ORIGINAL TENDER SECURITY - TENDER NO.: GF  
ATM NFM - 2022/2023 - SUPPLY LONG LASTING INSECTICIDAL NETS  
(LLINs)**

Reference is made to your letter dated 12<sup>th</sup> June 2023, on the above mentioned tender requesting for the Original Bid Bond and response from Ethics and Anti-Corruption Commission (EACC) on our letter Ref: KEMSA/CEO/PROC/CF-PROC/(01) dated 30<sup>th</sup> June 2023.

Following your request, the EACC handed over the Original Bid Bond, Security Ref. No.: NMO: FEX:70:121 dated 20<sup>th</sup> February 2023, of USD 500,000.00

You may however, be required to provide the said document as and when required.

Yours faithfully,

  
Dr. Andrew Mulwa  
Ag. CHIEF EXECUTIVE OFFICER

*Handwritten signature*

Please sign below to acknowledge receipt of the same;

Received by: ... WILSON OKULO OGIORA Company: ... SHOBKA .....

Signature: [Signature] ..... Date: ... 11/7/2023 .....

---

---

[Signature]



C. Mugo  
Taka  
23/02/2023  
Bank of Baroda (Kenya) Ltd.

NMO:FEX:70:121

20<sup>th</sup> February 2023

Kenya Medical Supplies Authority  
13 Commercial Street Industrial Area  
P O BOX 47715 00100  
NAIROBI KENYA

PD  
FINA  
23/2/23

Dear Sir/Madam,

**BID BOND GUARANTEE NO. 9590FGBID000123 FOR USD 500,000.00**

By this bond M/S. Shobikaa Impex Private Limited (Name Of Tenderer) as principal (here in after called the principal) and Bank of Baroda (Kenya) Ltd, having our registered office at 29 Koinange Street, Baroda House, P.O. Box 30033-00100, Nairobi GPO, Kenya authorized to transact business in Kenya as surety (hereinaftercalled the surety) are held and firmly bound unto Kenya Medical Supplies Authority (KEMSA) as obligee (here in after called the procuring entity) in the sum of **USD.500,000/(US Dollars Five Hundred Thousands Only)** for the payment of which sum well and truly to be made we the said principal and surety bind ourselves our successors and as signs jointly and severally firmly by these presents.

Whereas the principal has submitted or will submit a written tender to the procuring entity dated the 16<sup>th</sup> day of February 2023 for the supply of tender NO.GF ATM MAL NFM 2022/2023 OIT 02 supply of long posting insecticidal NETS (LLINS) (name of contract) (herein after called the tender).

Now therefore the condition of this obligation is such that if the principal  
(A) Has withdrawn its tender during the period of tender validity set forth in the principal s form of tender (the tender validity period) or any extension there to be provided by the principal OR  
(B) Having been notified of the acceptance of its tender by the procuring entity during the tender validity period or any extension thereto provided by the principal  
I. Failed to execute the contract agreement OR  
has failed to furnish the performance security in accordance with the instructions to tenderers(s) of the procuring entity s tendering document. Then the surety under takes to immediately pay to the procuring entity up to the above amount upon receipt of the procuring entity s first written demand without the procuring entity having to substantiate its demand provided that in its demand the procuring entity shall state that the demand arises from the occurrence of any of the above vents specifying which event(s) has occurred.  
The surety hereby agrees that its obligation will remain in full force and effect up to and including the date 30 days after the date of expiration of the tender validity period set forth in the principal s form of tender i.e. up to 22/08/2023 or any extension thereto provided by the principal.

Notwithstanding anything to the contrary contained herein  
1) Our liability under this bank guarantee shall not exceed USD.500,000/(US Dollars Five Hundred Thousands Only)  
2) This bank guarantee shall be valid up to 22/08/2023 and  
3) We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before 22/08/2023.

In testimony where of the principal and the surety have caused these presents to be executed in the irrespective names this 15th day of February 2023.  
The amount of the bond shall be denominated in the currency of Kenya or the equivalent amount in a freely convertible currency.

This guarantee is subject to the uniform rules for demand guarantee (URDG) ICC publication 758.

Issued at 29, Koinange Street, Nairobi, for and on behalf of Bank of Baroda (K) Ltd with effect from 20<sup>th</sup> February 2023.

Charles M. Nyamai  
Manager, Credit

Vijaya Kumar  
Branch Head

original collected by  
Name: WILSON OKULO  
Company: Shobikaa Impex Private Limited  
Signature: [Signature]

21 FEB 2023

Monical

Main Office: Baroda House, 29, Koinange Street, P.O. Box 30033-00100, Nairobi, Kenya  
Tel: +254 20 224 6102/3 Fax: +254 20 304 439, Email: info@bankofbaroda.com, SWIFT:BARBKEN333

Bank of Baroda (Kenya) Ltd is registered in the local bank of Kenya

[Signature]



19/3/23

18/03/2023

Handwritten signature

18/3/23

22/3/23

23/03/23

23/03/23

Handwritten signature



REPUBLIC OF KENYA

THIRTEENTH PARLIAMENT—THIRD SESSION

THE NATIONAL ASSEMBLY

WITNESS AFFIDAVIT IN SUPPORT OF THE SPECIAL MOTION FOR THE REMOVAL FROM OFFICE, BY IMPEACHMENT, OF HIS EXCELLENCY RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT OF THE REPUBLIC OF KENYA

I, **MERCY WANJAU**, an adult female of sound mind residing and working for gain in Nairobi County of the Republic of Kenya, **MAKE AN OATH AND SOLEMNLY STATE AS FOLLOWS—**

- 1 I am the secretary to the Cabinet of the Republic of Kenya. Given the nature of the office I hold, I have personal knowledge of the existence and contents of resolutions and policy positions adopted by the Cabinet.
- 2 I have personal knowledge of the issues raised in **Grounds 2** and **10** of the Motion (in **paragraphs 21, 22, 70, 71, 72** and **73**). Accordingly, I am competent to swear this Affidavit.
- 3 On **30<sup>th</sup> April 2024**, the Cabinet adopted a resolution/policy on "**Nairobi Rivers Regeneration and Flood Mitigation**." The resolution/policy was communicated to all relevant cabinet secretaries, principal

A handwritten signature in blue ink, appearing to read 'M. Wanjau'.

Page 1 of 3

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

secretaries, and government agencies, including the office of the Deputy President, for implementation.

4 The Cabinet resolution/policy—

(a) Directed the immediate mapping of the Nairobi Rivers Corridor and the designation of a 30-meter riparian land statutory cutline as well as the 60-meter river planning corridors on both sides of the river. The mapping was to be done jointly by—

(i) The Ministry of Lands, Public Works, Housing and Urban Development.

(ii) The Nairobi City County Government.

(iii) The Water Resources Authority (WRA).

(b) Approved the removal of all existing structures/buildings along the 30-meter riparian land area within the identified flood hot-spot areas, with effect from **2<sup>nd</sup> May 2024**.

(c) Approved the Operation Plan for relocation of people from the danger zones along Mathare, Nairobi and Ngong Rivers.

(d) Approved **a cash transfer** to facilitate alternative accommodation for all the affected households.


(e) Directed the Water Resources Authority to strictly enforce the 30-meter riparian land statutory cutline to ensure that it is not encroached upon in the future and to avert the recurrence of loss of lives due to flooding along the riparian corridor.





(f) Directed the Cabinet Secretary for Interior and National Administration; the Cabinet Secretary for Defence; the Cabinet Secretary for Environment, Climate Change and Forestry; the Cabinet Secretary for Health; the Cabinet Secretary for Public Service Performance and Delivery Management; the Cabinet Secretary for Lands, Public Works, Housing and Urban Development, the Office of the Deputy President, the Cabinet Secretary for the National Treasury and Economic Planning, the Attorney-General and the relevant MDAs to take appropriate action.

5 The depositions in this Affidavit and the averments in the Motion are accurate to the best of my knowledge and belief, save where I have relied on advice or information whose sources are disclosed.

SWORN at **NAIROBI** by the said  
**MERCY WANJAU**  
On...26<sup>th</sup>...**SEPTEMBER**.....2024

}   
} .....  
} (Deponent)  
}  
}  
}  
}  
}

**BEFORE ME:**







REPUBLIC OF KENYA

THIRTEENTH PARLIAMENT—THIRD SESSION

THE NATIONAL ASSEMBLY

**AFFIDAVIT IN SUPPORT OF THE SPECIAL MOTION FOR THE REMOVAL FROM OFFICE, BY  
IMPEACHMENT, OF HIS EXCELLENCY RIGATHI GACHAGUA, EGH, THE DEPUTY PRESIDENT  
OF THE REPUBLIC OF KENYA**

I, **SAKAJA JOHNSON**, an adult male of sound mind residing and working for gain in Nairobi and Makueni Counties of the Republic of Kenya, **MAKE AN OATH AND SOLEMNLY STATE AS FOLLOWS—**

- 1 I am the Governor of the Nairobi City County of the Republic of Kenya ("**the County**").
- 2 I have personal knowledge of the matters set in the Motion for the Removal from Office, by Impeachment, of HIS EXCELLENCY RIGATHI GACHAGUA, EGH, the Deputy President of the Republic of Kenya ("**the Deputy President**"). Accordingly, I am competent to swear this Affidavit.
- 3 I am aware that **Article 10 (2) (a) of the Constitution** provides that devolution is a fundamental national value and principle of governance. In addition, **Article 6 (2) of the Constitution** provides that governments at the county and national levels are distinct and

1

interdependent and shall conduct their mutual relations based on consultation and cooperation. These provisions are supplemented by **Article 189 (1) of the Constitution**, which provides that governments at each level shall perform and exercise their powers "in a manner that respects the functional and institutional integrity of government at the other level..."

- 1 Under **paragraph 7 (a) of Part 2 of the Fourth Schedule to the Constitution**, county governments are responsible for trade development and markets as an exclusive function. Moreover, **the Deputy President chairs the Intergovernmental Budget and Economic Council**, an essential organ for consultation between the two levels of government.
- 2 On or around **20<sup>th</sup> September 2024**, His Excellency Rigathi Gachagua, **recklessly unmindful of the high calling and dignified status of the Office of the Deputy President of the Republic**, unlawfully interfered with the running of Nairobi City County Government by holding **a public rally in which he incited citizens** against lawful directives of the Nairobi City County Government on the planning and management of markets.
- 3 His Excellency Rigathi Gachagua had previously interfered with the Nairobi City County Government's management of traffic within the city, especially the relocation of matatu terminals, through ethnic incitement. Indeed, His Excellency Rigathi Gachagua has made it his core business to interfere with the implementation of the policies of



the Nairobi City County, mainly through ethnic incitement, throughout the last two years.

4 His Excellency Rigathi Gachagua's inciteful public utterances are annexed at **Ground 3** of the Motion.



5 Further, His Excellency Rigathi Gachagua publicly **disparaged the leadership of the Nairobi City County Government** and its decisions.


6 Moreover, His Excellency Rigathi Gachagua **has interfered with the proper discharge of county governments' constitutional functions** regarding alcohol control and regulation.

7 I earnestly believe that His Excellency Rigathi Gachagua's inciteful and demeaning public statements and conduct **are impeachable offences to the extent that** they undermine devolution, undercut the functional and institutional integrity of county governments and unjustifiably vilify and ridicule the leadership of county governments, especially the Nairobi City County Government.

8 **Consequently**, His Excellency Rigathi Gachagua has grossly violated **Articles 6 (2), 10 (2) (a), 174, 186 (1) and 189 (1)** of the Constitution as read with the Fourth Schedule to the Constitution.

4 The depositions in this Affidavit and the averments in the Motion are accurate to the best of my knowledge and belief, save where I have relied on advice or information whose sources are disclosed.

SWORN at **NAIROBI** by the said  
**SAKAJA JOHNSON**  
On...<sup>26<sup>th</sup></sup>...**SEPTEMBER**...2024  
**BEFORE ME:**  
  


}   
} .....  
} **(Deponent)**  
}





NAIROBI CITY COUNTY

www.nairobi.go.ke

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## OFFICE OF THE GOVERNOR

### STATEMENT

**Friday 20 September 2024**

I have for long avoided responding to the Deputy President's tribal diatribe, but today's activities leave me no choice. As elected leaders, we have a responsibility to our people to protect and provide them with opportunities to make something out of themselves.

Just over a year ago, in June 2023, 52 traders, selling goods on a road reserve, were killed in Londiani, Kericho County, when a truck driver lost control and ploughed into them. Thirty of them sustained life-changing injuries. These people cannot come back to life. I have a duty and mandate that will not let me fall for populist political gimmicks at the expense of the lives and safety of Nairobian.

This morning, in a misinformed tribal diatribe, and while speaking in vernacular in the heart of our nation's capital, you have chosen to use falsehoods to incite traders against the measures we are taking.

To Deputy President Rigathi Gachagua I say: If only you had taken your phone and called me as I had suggested, you would have learnt a few things:

1. My government has no plan to relocate the Marikiti Market. Selected produce will be delivered wholesale to the other markets we have built using taxpayers' money. What we will not allow are traders endangering their lives by selling their wares on the roadside. They will move to Kangundo Road Market. However, if you have sufficient space outside your office on Harambee Avenue, I am sure they will be happy to display their wares and ply their trade in that safe environment.

There will be order in this major artery into the city. The people of Nairobi and the leadership of the market support this move fully.

2. You have asked that consultations with the affected traders be held. My government has continuously engaged our people and I personally met the leadership of Wakulima/Marikiti Market last week. We agreed on these and other measures that will ease congestion in the market and improve the safety and welfare of our traders and citizens. We will not allow you to take us back.

A leader of your calibre should provide informed solutions and not stoke tribal disunity in our country. Nairobi is a cosmopolitan global hub that will operate in an orderly manner. I can assure you of that. I know you are dealing with other weighty and impending political issues. Keep the people of Nairobi out of it.

**H.E HON SAKAJA ARTHUR JOHNSON, EGH**  
**GOVERNOR**

LET'S MAKE **NAIROBI** WORK

TELEPHONE: +254 725 624 489; +254 738 041 292 | EMAIL: INFO@NAIROBI.GO.KE | CITY HALL, CITY HALL WAY, P.O. BOX 30075 00100, NAIROBI, KENYA



NATIONAL ASSEMBLY  
RECEIVED  
27 SEP 2024  
CLERK'S OFFICE  
P. O. Box 41842, NAIROBI

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**Exhibits Annexed to the Motion**

*[Handwritten Signature]* 1

Records relating to the below company held by the Companies Registry as at 26 Sep 2024

COMPANY	BIOVET (K) LIMITED
COMPANY NUMBER	CPR/2009/4880
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	10TH JUN, 2009
REGISTERED OFFICE	P.O BOX 15315 G.P.O NAIROBI TELEPHONE: +254792746610, EMAIL: INFO@CRYSTALKENYA.CO.KE COUNTY: , DISTRICT: , LOCALITY: STREET: HAILE SELASIE AVENUE, BUILDING: LR NO 209/6545
POSTAL ADDRESS	P.O BOX 15315 G.P.O NAIROBI
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
MUGO MUNGAI	SECRETARY		N/A	ORDINARY: 0
RIGATHI GACHAGUA	DIRECTOR/SHAREHOLDER	P.O BOX 8846 CITY SQUARE	KENYAN	ORDINARY: 200
DORCAS WANJIKU RIGATHI	DIRECTOR/SHAREHOLDER	P.O BOX 15315 LANGATA	KENYAN	ORDINARY: 200
			TOTAL	400      2

**THE COMPANIES ACT, 2015**

Records relating to the below company held by the Companies Registry as at 26 Sep 2024

COMPANY	CALVARY CREED INTERNATIONAL LIMITED
COMPANY NUMBER	CPR/2015/186154
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES {VALUE PER SHARE}	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	16TH APR, 2015
REGISTERED OFFICE	P.O BOX 15315 G.P.O NAIROBI TELEPHONE: +254722751307, EMAIL: DORCAS@BOX999.COM COUNTY:, DISTRICT:, LOCALITY: STREET: STATEHOUSE AVENUE, BUILDING: PLOT NO. 209/3863, LIAISON HOUSE
POSTAL ADDRESS	P.O BOX 15315 G.P.O NAIROBI
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
FO OREGO	SECRETARY		<b>N/A</b>	ORDINARY: 0
RIGATHI GACHAGUA	DIRECTOR/SHAREHOLDER	P.O BOX 15315 LANGATA	KENYAN	ORDINARY: 50
DORCAS WANJIKU RIGATHI	DIRECTOR/SHAREHOLDER	P.O BOX 15315 LANGATA	KENYAN	ORDINARY: 950
TOTAL				1000 <b>3</b>

*FO OREGO*

**THE COMPANIES ACT, 2015**

Records relating to the below company held by the Companies Registry as at 26 Sep 2024

COMPANY	GRAND BYPASS APARTMENTS LIMITED
COMPANY NUMBER	PVT-5JUZEKL8
NOMINAL SHARE CAPITAL	1,000,000.00
NUMBER AND TYPE OF SHARES {VALUE PER SHARE}	ORDINARY: 100000 (KES 10.00 EACH)
DATE OF REGISTRATION	11TH JAN, 2024
REGISTERED OFFICE	P.O BOX 54702 CITY SQUARE TELEPHONE: +254722206884, EMAIL: LANGATAVIEWNEWSPV@GMAIL.COM COUNTY: NAIROBI, DISTRICT: LANGATA DISTRICT, LOCALITY: LANGATA STREET: SOUTHERN BYPASS, BUILDING: LANGATA VIEW APARTMENTS
POSTAL ADDRESS	P.O BOX 54702 CITY SQUARE
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
RIGATHI GACHAGUA	DIRECTOR	P.O BOX 54702 CITY SQUARE	KENYAN	
JOHN MWAJ MATHENGE	DIRECTOR	P.O BOX 54702 CITY SQUARE	KENYAN	
PETER NJOROGE REGERU	DIRECTOR	P.O BOX 46971 G.P.O NAIROBI	KENYAN	
VIPINGO BEACH RESORT LIMITED	SHAREHOLDER	P.O BOX 54702 CITY SQUARE	KENYAN	ORDINARY: 1
			TOTAL	1 4

*Handwritten signature*

**THE COMPANIES ACT, 2015**

Records relating to the below company held by the Companies Registry as at 26 Sep 2024

COMPANY	HARD ROCK QUARRIES LIMITED
COMPANY NUMBER	C.89395
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	11TH APR, 2000
REGISTERED OFFICE	P.O BOX 3049 TELEPHONE: , EMAIL: COUNTY:, DISTRICT: , LOCALITY: STREET: , BUILDING:
POSTAL ADDRESS	P.O BOX 3049
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
PETER NJOROGE REGERU	DIRECTOR	P.O BOX 46971 G.P.O NAIROBI	KENYAN	
JOHN MWAI MATHENGE	DIRECTOR	P.O BOX 41115 G.P.O NAIROBI	KENYAN	
RIGATHI GACHAGUA	DIRECTOR	P.O BOX 15315 LANGATA	KENYAN	
RIGATHI GACHAGUA, JOHN MWAI MATHENGE AND PETER NJOROGE REGERU AS THE EXECUTORS OF THE ESTATE OF JAMES NDERITU GACHAGUA	SHAREHOLDER	P.O BOX 54702 CITY SQUARE	KENYAN	ORDINARY: 1000
<b>TOTAL</b>				<b>10005</b>

*Handwritten signature*

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**THE COMPANIES ACT, 2015**

Records relating to the below company held by the Companies Registry as at 26 Sep 2024

COMPANY	HARD ROCK QUARRIES LIMITED
COMPANY NUMBER	C.89395
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	11TH APR, 2000
REGISTERED OFFICE	P.O BOX 3049 TELEPHONE: , EMAIL: COUNTY:, DISTRICT: , LOCALITY: STREET: , BUILDING:
POSTAL ADDRESS	P.O BOX 3049
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
PETER NJOROGE REGERU	DIRECTOR	P.O BOX 46971 G.P.O NAIROBI	KENYAN	
JOHN MWAI MATHENGE	DIRECTOR	P.O BOX 41115 G.P.O NAIROBI	KENYAN	
RIGATHI GACHAGUA	DIRECTOR	P.O BOX 15315 LANGATA	KENYAN	
RIGATHI GACHAGUA, JOHN MWAI MATHENGE AND PETER NJOROGE REGERU AS THE EXECUTORS OF THE ESTATE OF JAMES NDERITU GACHAGUA	SHAREHOLDER	P.O BOX 54702 CITY SQUARE	KENYAN	ORDINARY: 1000
TOTAL				10006

*Handwritten signature*

## THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 26 Sep 2024

COMPANY	HEARTLAND SUPPLIES LIMITED
COMPANY NUMBER	CPR/2009/4881
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	11TH JUN, 2009
REGISTERED OFFICE	P.O BOX 70626 TOM MBOYA ST TELEPHONE: +254792746610, EMAIL: INFO@CRYSTALKENYA.CO.KE COUNTY: NAIROBI, DISTRICT: STAREHE DISTRICT, LOCALITY: CBD STREET: HAILESELASSIE AVENUE NAIROBI, BUILDING: PLOT NO 209/6545
POSTAL ADDRESS	P.O BOX 70626 TOM MBOYA ST
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
RIGATHI GACHAGUA	DIRECTOR/SHAREHOLDER	P.O BOX 70626 TOM MBOYAST	KENYAN	ORDINARY: 200
DORCAS WANJIKU RIGATHI	DIRECTOR/SHAREHOLDER	P.O BOX 70626 TOM MBOYAST	KENYAN	ORDINARY: 200
			TOTAL	400

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# THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 26 Sep 2024

COMPANY	KARANDI FARM LIMITED
COMPANY NUMBER	C.94303
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	25TH JUN, 2001
REGISTERED OFFICE	P.O BOX 15315 G.P.O NAIROBI TELEPHONE: +254792746610, EMAIL: INFO@CRYSTALKENYA.CO.KE COUNTY: , DISTRICT: , LOCALITY: STREET: MASABA RD, NAIROBI, KENYA, BUILDING: MASABA RD, NAIROBI, KENYA
POSTAL ADDRESS	P.O BOX 15315 G.P.O NAIROBI
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particulars are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
RIGATHI GACHAGUA	DIRECTOR/SHAREHOLDER	P.O BOX 15315 G.P.O NAIROBI	KENYAN	ORDINARY: 700
DORCAS WANJIKU RIGATHI	DIRECTOR/SHAREHOLDER	P.O BOX 15315 LANGATA	KENYAN	ORDINARY: 100
TOTAL				800

*Handwritten signature*

## THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 28 Sep 2024

COMPANY	KURUWITU PROPERTIES LIMITED
COMPANY NUMBER	PVT-EYUBKG83
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	26TH APR, 2023
REGISTERED OFFICE	P.O BOX 54702 CITY SQUARE TELEPHONE: +254703943541, EMAIL: KURUWITUPROPERTIES44@GMAILCOM COUNTY: MOMBASA, DISTRICT: MOMBASA DISTRICT, LOCALITY: MOMBASA STREET: VIPINGO ROAD, BUILDING: VIPINGO BEACH RESORT
POSTAL ADDRESS	P.O BOX 54702 CITY SQUARE
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
VIPINGO BEACH RESORT LIMITED	DIRECTOR/SHAREHOLDER	P.O BOX 54702 CITY SQUARE	KENYAN	ORDINARY: 1000
JOHN MWAI MATHENGE	DIRECTOR	P.O BOX 54702 CITY SQUARE	KENYAN	
			TOTAL	1000

*Handwritten signature/initials*

## THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 28 Sep 2024

COMPANY	MOTHERS OF THE LAND LIMITED
COMPANY NUMBER	CLG-55FD3B
DATE OF REGISTRATION	1ST DEC, 2021
REGISTERED OFFICE	P.O BOX 56762 CITY SQUARE TELEPHONE: +254711130226, EMAIL: KENYACHURCHMOTHERS@GMAIL.COM COUNTY: NAIROBI, DISTRICT: STAREHE DISTRICT, LOCALITY: CBD STREET: LATEMA ROAD, BUILDING: EMBASSY BUILDING
POSTAL ADDRESS	P.O BOX 56762 CITY SQUARE
ENCUMBRANCES	

Name of Directors and Members of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY
LOUIZA NJERI WANJIRU	DIRECTOR/MEMBER	P.O BOX 76103 YAYA TOWERS	KENYAN
CAROLINE JEPKEMBOI WAIYAKI	DIRECTOR/MEMBER	P.O BOX 76103 YAYA TOWERS	KENYAN
LUCY NJUGUINI MUTEGI	DIRECTOR/MEMBER	P.O BOX 56762 CITY SQUARE	KENYAN
DORCAS WANJIKU RIGATHI	DIRECTOR/MEMBER	P.O BOX 15315 LANGATA	KENYAN

*Actual*

## THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 27 Sep 2024

COMPANY	OLIVE GARDENS REALTORS LTD
COMPANY NUMBER	PVT-JZUG5PQ8
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES {VALUE PER SHARE}	ORDINARY: 100 {KES 1,000.00 EACH}
DATE OF REGISTRATION	2ND MAR, 2022
REGISTERED OFFICE	P.O BOX 5671 G.P.O NAIROBI TELEPHONE: +254726331061, EMAIL: INFO@MUCHEMIADVOCATES.COM COUNTY: NAIROBI, DISTRICT: WESTLANDS DISTRICT, LOCALITY: WESTLANDS STREET: ST ANDREWS ROAD, BUILDING: ANDREWS APARTMENT
POSTAL ADDRESS	P.O BOX 5671 G.P.O NAIROBI
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
PHILIP WANJEMA KAGO	DIRECTOR/SHAREHOLDER	P.O BOX 5671 G.P.O NAIROBI	KENYAN	ORDINARY: 60
TOTAL				60

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## THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 26 Sep 2024

COMPANY	QUEENSGATE SERVICED APARTMENTS SPA & RESORT LIMITED
COMPANY NUMBER	CPR/2010/22070
NOMINAL SHARE CAPITAL	40,000.00
NUMBER AND TYPE OF SHARES {VALUE PER SHARE}	ORDINARY: 40 {KES 1,000.00 EACH}
DATE OF REGISTRATION	26TH APR, 2010
REGISTERED OFFICE	P.O BOX 54702 CITY SQUARE TELEPHONE: +254722751307, EMAIL: INFO@CRYSTALKENYA.CO.KE COUNTY:, DISTRICT: , LOCALITY: STREET: ARGWINGS KODHEK ROAD, BUILDING: OUVÉ GARDEN HOTEL
POSTAL ADDRESS	P.O BOX 54702 CITY SQUARE
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
PETER NJOROGE REGERU	DIRECTOR	P.O BOX 46971 G.P.O NAIROBI	KENYAN	
JOHN MWAI MATHENGE	DIRECTOR	P.O BOX 41115 G.P.O NAIROBI	KENYAN	
NICHOLAS K NZIOKA	SECRETARY		N/A	ORDINARY: 0
RIGATHI GACHAGUA	DIRECTOR	P.O BOX 15315 LANGATA	KENYAN	
RIGATHI GACHAGUA, JOHN MWAI MATHENGE AND PETER NJOROGE REGERU AS THE EXECUTORS OF THE ESTATE OF THE LATE JAMES NDERITU GACHAGUA.	SHAREHOLDER	P.O BOX 46971- 00100	KENYA	ORDINARY: 9
TOTAL				9      12

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## THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 26 Sep 2024

COMPANY	RIDOR FURNITURE MART LIMITED
COMPANY NUMBER	C.141876
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	18TH JUL, 2007
REGISTERED OFFICE	P.O BOX 15315-00509 TELEPHONE: +254792746610, EMAIL: INFO@CYSTALKENYA.COM COUNTY: , DISTRICT:, LOCALITY: STREET: LANGATA ROAD, BUILDING: PLOT NO. 315069 ,
POSTAL ADDRESS	P.O BOX 15315-00509
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
DORCAS WANJIKU RIGATHI	DIRECTOR/SHAREHOLDER	P.O BOX 15315 G.P.O NAIROBI	KENYAN	ORDINARY: 500
MUTHONI GICHOHI	SECRETARY		N/A	ORDINARY: 0
RIGATHI GACHAGUA	DIRECTOR/SHAREHOLDER	P.O BOX 15315 G.P.O NAIROBI	KENYAN	ORDINARY: 500
			TOTAL	1000

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## THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 26 Sep 2024

COMPANY	RIGATHI GACHAGUA FOUNDATION
COMPANY NUMBER	CLG·XXFXRG
DATE OF REGISTRATION	11TH NOV, 2022
REGISTERED OFFICE	P.O BOX 29294 G.P.O NAIROBI TELEPHONE: +25423565328, EMAIL: RIGATHIGACHAGUAFOUNDATION@GMAIL.COM COUNTY: NAIROBI, DISTRICT: STAREHE DISTRICT, LOCALITY: CBD STREET: HARAMBEE AVENUE, BUILDING: HARAMBEE HOUSE ANNEX
POSTAL ADDRESS	P.O BOX 29294 G.P.O NAIROBI
ENCUMBRANCES	

Name of Directors and Members of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY
RIGATHI GACHAGUA	DIRECTOR/MEMBER	P.O BOX 29294 G.P.O NAIROBI	KENYAN <b>14</b>

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## THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 28 Sep 2024

COMPANY	ROYAL CRIMSON VENTURES LIMITED
COMPANY NUMBER	PVT-LRU2QZL
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	26TH FEB, 2018
REGISTERED OFFICE	P.O BOX 15315 LANGATA TELEPHONE: +254723657479, EMAIL: INFO@ROYALCRIMSON.CO.KE COUNTY: NAIROBI, DISTRICT: NAIROBI NORTH DISTRICT , LOCALITY: NAIROBI NORTH STREET: STATE HOUSE AVENUE, BUILDING: PLOT NO,209/3863,LIAISON HOUSE
POSTAL ADDRESS	P.O BOX 15315 LANGATA
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
KEITH IKINU RIGATHI	DIRECTOR/SHAREHOLDER	P.O BOX 15315 LANGATA	KENYAN	ORDINARY: 400
KEVIN GACHAGUA RIGATHI	DIRECTOR/SHAREHOLDER	P.O BOX 15315 LANGATA	KENYAN	ORDINARY: 400
PETER KANGANGI GITHAIGA	DIRECTOR/SHAREHOLDER	P.O BOX 314 EMBU	KENYAN	ORDINARY: 200
TOTAL				1000

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## THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 26 Sep 2024

COMPANY	TECHNICAL SUPPLIES AND SERVICES (K) LIMITED
COMPANY NUMBER	CPR/2009/4895
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES {VALUE PER SHARE}	ORDINARY: 400 {KES 250.00 EACH}
DATE OF REGISTRATION	9TH JUN, 2009
REGISTERED OFFICE	P.O BOX 15315 00509 TELEPHONE: 4780, EMAIL: COUNTY:, DISTRICT:, LOCALITY: STREET:, BUILDING:
POSTAL ADDRESS	P.O BOX 15315 00509
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
G.MUGO MUNGAI	SECRETARY		N/A	ORDINARY: 0
RIGATHI GACHAGUA	DIRECTOR/SHAREHOLDER	P.O BOX 15315 LANGATA	KENYAN	ORDINARY: 400
FRANCIS MUCHIRI WANGUO	DIRECTOR	P.O BOX 15315 LANGATA	KENYAN	
TOTAL				400

THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 26 Sep 2024

COMPANY	TRIPLE EIGHT CONSTRUCTION KENYA LIMITED
COMPANY NUMBER	C.62127
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 {KES 100.00 EACH}
DATE OF REGISTRATION	16TH NOV, 1994
REGISTERED OFFICE	P.O BOX 54702 TELEPHONE: , EMAIL: COUNTY: , DISTRICT:, LOCALITY: STREET:, BUILDING:
POSTAL ADDRESS	P.O BOX 54702
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
RIGATHI GACHAGUA	DIRECTOR	P.O BOX 15315 LANGATA	KENYAN	
JOHN MWAI MATHENGE	DIRECTOR	P.O BOX 46971 G.P.O NAIROBI	KENYAN	
PETER NJOROGE REGERU	DIRECTOR	P.O BOX 46971 G.P.O NAIROBI	KENYAN	
RIGATHI GACHAGUA ,JOHN MWAI MATHENGE AND PETER NJOROGE REGERU AS THE EXECUTORS OF THE ESTATE OF THE LATE JAMES NDERITU GACHAGUA	SHAREHOLDER	P.O BOX 46971- 00100	KENYA	ORDINARY: 1000 <b>17</b>
TOTAL				<b>1000</b>

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## THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 27 Sep 2024

COMPANY	VETLAND SUPPLIES LIMITED
COMPANY NUMBER	PVT-DLULB7BG
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES {VALUE PER SHARE}	ORDINARY: 1000 {KES 100.00 EACH}
DATE OF REGISTRATION	23RD JAN, 2023
REGISTERED OFFICE	P.O BOX 34 MWEIGA TELEPHONE: +254721446688, EMAIL: VETLANDSUPPLIESLIMITED@GMAIL.COM COUNTY: NYERI, DISTRICT: NYERI CENTRAL DISTRICT, LOCALITY: KINGONGO STREET: NYERI NANYUKI HIGHWAY, BUILDING: VETLAND GODOWNS ONE AND TWO
POSTAL ADDRESS	P.O BOX 34 MWEIGA
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
GEORGE WAINAINA IKARU	DIRECTOR/SHAREHOLDER	P.O BOX 34 MWEIGA	KENYAN	ORDINARY: 100
TOTAL				100

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## THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 27 Sep 2024

COMPANY	VIPINGO BEACH RESORT LIMITED
COMPANY NUMBER	C.159289
NOMINAL SHARE CAPITAL	1,000,000.00
NUMBER AND TYPE OF SHARES {VALUE PER SHARE}	ORDINARY: 10000 {KES 100.00 EACH}
DATE OF REGISTRATION	5TH AUG, 2008
REGISTERED OFFICE	P.O BOX 54702-00200 TELEPHONE: , EMAIL: COUNTY:, DISTRICT:, LOCALITY: STREET:, BUILDING:
POSTAL ADDRESS	P.O BOX 54702-00200
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
KEITH IKINU RIGATHI	DIRECTOR	P.O BOX 15315 LANGATA	KENYAN	
KEVIN GACHAGUA RIGATHI	DIRECTOR	P.O BOX 15315- LANGATA	KENYAN	
ESTATE OF THE DECEASED JAMES NDERITU GACHAGUA	SHAREHOLDER	P.O BOX 54702 CITY SQUARE	KENYAN	ORDINARY: 10000
			TOTAL	10000

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## THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 27 Sep 2024

COMPANY	WAMUNYORO INVESTMENTS LIMITED
COMPANY NUMBER	C.93670
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES {VALUE PER SHARE}	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	23RD APR, 2001
REGISTERED OFFICE	P.O BOX 15315 TELEPHONE: , EMAIL: COUNTY: , DISTRICT:, LOCALITY: STREET:, BUILDING:
POSTAL ADDRESS	P.O BOX 15315
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
KEITH IKINU RIGATHI	DIRECTOR/SHAREHOLDER	P.O BOX 15315 LANGATA	KENYAN	ORDINARY: 1
KEVIN GACHAGUA RIGATHI	DIRECTOR/SHAREHOLDER	P.O BOX 15315 LANGATA	KENYAN	ORDINARY: 1
			TOTAL	2

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BUSINESS REGISTRATION SERVICE  
P. O. BOX 30031  
NAIROBI  
30 SEP 2024

To  
MOSES KIPKEMOI KIPKOGEI  
P.O. Box 22966  
00100 - G.P.O NAIROBI

**THE COMPANIES ACT, 2015**

Records relating to the below company held by the Companies Registry as at 30 Sep 2024

COMPANY	AGROBRIQ INVESTMENT LIMITED
COMPANY NUMBER	PVT-RXUP6E
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	28TH MAY, 2017
REGISTERED OFFICE	P.O BOX 50798 G.P.O NAIROBI TELEPHONE: +254711348596, EMAIL: AGROBRIQINVESTMENT@GMAIL.COM COUNTY: NAIROBI, DISTRICT: EMBAKASI DISTRICT , LOCALITY: EMBAKASI STREET: OLD MOMBASA ROAD, BUILDING: OPPOSITE COMPLAST INDUSTRIES
POSTAL ADDRESS	P.O BOX 50798 G.P.O NAIROBI
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
PRINA RAMESH VAGHJIYANI	DIRECTOR/SHAREHOLDER	P.O BOX 9143 RONALD NGALA ST.	KENYAN	ORDINARY: 490
BHAVIKA NATHALAL HIRANI	DIRECTOR/SHAREHOLDER	P.O BOX 9143 RONALD NGALA ST.	KENYAN	ORDINARY: 510
TOTAL				1000

Yours Faithfully,  
REGISTRAR OF COMPANIES



REF NO: OS-A7FZ75QM

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BUSINESS REGISTRATION SERVICE  
P. O. BOX 30031  
NAIROBI  
30 SEP 2024

To  
MOSES KIPKEMOI KIPKOGEI  
P.O. Box 22966  
00100 - G.P.O NAIROBI

**THE COMPANIES ACT, 2015**

Records relating to the below company held by the Companies Registry as at 30 Sep 2024

COMPANY	ST. NICHOLAS REHABILITATION CENTRE AND NURSING HOME LIMITED
COMPANY NUMBER	PVT-GYU3Q7Z
NOMINAL SHARE CAPITAL	10,000,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES 10,000.00 EACH)
DATE OF REGISTRATION	15TH JUL, 2019
REGISTERED OFFICE	P.O BOX 79726 CITY SQUARE TELEPHONE: +254715773374, EMAIL: STNICHOLASCENTRE2019@GMAIL.COM COUNTY: MERU, DISTRICT: TIGANIA WEST DISTRICT , LOCALITY: KIANJAI STREET: MERU MAUA ROAD, BUILDING: ST NICHOLAS RITI
POSTAL ADDRESS	P.O BOX 79726 CITY SQUARE
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
NICHOLAS MUGAMBI MAINGI	DIRECTOR/SHAREHOLDER	P.O BOX 79726 CITY SQUARE	KENYAN	ORDINARY: 1000
TOTAL				1000

Yours Faithfully,  
REGISTRAR OF COMPANIES



REF NO: OS-ZDFV5BMB

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BUSINESS REGISTRATION SERVICE  
P. O. BOX 30031  
NAIROBI  
30 SEP 2024

To  
MOSES KIPKEMOI KIPKOGEI  
P.O. Box 22966  
00100 - G.P.O NAIROBI

**THE COMPANIES ACT, 2015**

Records relating to the below company held by the Companies Registry as at 30 Sep 2024

COMPANY	WAMUNYORO INVESTMENTS LIMITED
COMPANY NUMBER	C.93670
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	23RD APR, 2001
REGISTERED OFFICE	P.O BOX 15315 TELEPHONE: , EMAIL: COUNTY: , DISTRICT: , LOCALITY: STREET: , BUILDING:
POSTAL ADDRESS	P.O BOX 15315
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
KEITH IKINU RIGATHI	DIRECTOR/SHAREHOLDER	P.O BOX 15315 LANGATA	KENYAN	ORDINARY: 1
KEVIN GACHAGUA RIGATHI	DIRECTOR/SHAREHOLDER	P.O BOX 15315 LANGATA	KENYAN	ORDINARY: 1
TOTAL				2

Yours Faithfully,  
REGISTRAR OF COMPANIES



REF NO: OS-DEFYJDEL

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BUSINESS REGISTRATION SERVICE  
P. O. BOX 30031  
NAIROBI  
30 SEP 2024

To  
MOSES KIPKEMOI KIPKOGEI  
P.O. Box 22966  
00100 - G.P.O NAIROBI

**THE COMPANIES ACT, 2015**

Records relating to the below company held by the Companies Registry as at 30 Sep 2024

COMPANY	CRYSTAL KENYA LIMITED
COMPANY NUMBER	CPR/2009/4898
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	12TH JUN, 2009
REGISTERED OFFICE	P.O BOX 15315 LANGATA TELEPHONE: +254792746610, EMAIL: INFO@CRYSTALKENYA.CO.KE COUNTY: , DISTRICT: , LOCALITY: STREET: HAILE SELASIE AVENUE, BUILDING: LR NO 209/6545
POSTAL ADDRESS	P.O BOX 15315 LANGATA
ENCUMBRANCES	DESCRIPTION CHARGE DATE OF INSTRUMENT: 14 NOV 2023 AMOUNT SECURED: KES 300000000

Name of Directors and Shareholders of the above company with their particular are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
KEITH IKINU RIGATHI	DIRECTOR/SHAREHOLDER	P.O BOX 15315 LANGATA	KENYAN	ORDINARY: 200
KEVIN GACHAGUA RIGATHI	DIRECTOR/SHAREHOLDER	P.O BOX 15315 LANGATA	KENYAN	ORDINARY: 200
TOTAL				400

Yours Faithfully,  
REGISTRAR OF COMPANIES



REF NO: OS-JGFYR2DE

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THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 26 Sep 2024

COMPANY	CALVARY CREED INTERNATIONAL LIMITED
COMPANY NUMBER	CPR/2D15/186154
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	16TH APR, 2015
REGISTERED OFFICE	P.O BOX 15315 G.P.O NAIROBI TELEPHONE: +2547:22751307, EMAIL: DORCAS@BOX999.COM COUNTY: , DISTRICT: , LOCALITY: STREET: STATEHOUSE AVENUE, BILJING: PLOT NO. 209/38;63, LIAISON HOUSE
POSTAL ADDRESS	P.O BOX 15315 G.P.O NAIROBI
ENCUMBRANCES	

Name of Directors and Shareholders of the above company and their particulars are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
FO OREGO	SECRETARY		N/A	ORDINARY: 0
RIIGATHI GACHAGUA	DIRECTOR/SHAREHOLDER	P.O BOX 15315 LANGATA	KENYAN	ORDINARY: 50
DORCAS WANJIKU RIIGATHI	DIRECTOR/SHAREHOLDER	P.O BOX 15315 LANGATA	KENYAN	ORDINARY: 950
			<b>TOTAL</b>	<b>1000 25</b>

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## THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 26 Sep 2024

COMPANY	KARANDI FARM LIMITED
COMPANY NUMBER	C.94303
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	28TH JUN, 2001
REGISTERED OFFICE	P.O BOX 15315 G.P.O NAIROBI TELEPHONE: +254762746610, EMAIL: INFO@CRVSTALKENVA.CO.KE COUNTY: DISTRICT: LOCALITY: STREET MASABA RD NAIROBI, KENYA, BUILDING: MASABA RD, NAIROBI, KENYA
POSTAL ADDRESS	P.O BOX 15315 G.P.O NAIROBI
INCUMBENCES	

Name of Directors and Shareholders of the above company with their particulars are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
RIGATHI GACHAGUA	DIRECTOR/SHAREHOLDER	P.O BOX 15315 G.P.O NAIROBI	KENYAN	ORDINARY: 700
DORCAS WAINJIKUI RIGATHI	DIRECTOR/SHAREHOLDER	P.O BOX 15315 LANGATA	KENYAN	ORDINARY: 100
			TOTAL	800 <b>26</b>

*Handwritten signature/initials*

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THE COMPANIES ACT, 2015

relating to the below company held by the Companies Registry as at 26 Sep, 2024

COMPANY	QUEENSGATE SERVICED APARTMENTS SPA&RESORT LIMITED
COMPANY NUMBER	CP/R/2010/2207D
NOMINAL SHARE CAPITAL	40,000*00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 40 (KES 1,000.00 EACH)
DATE OF REGISTRATION	26TH APRIL 2010
REGISTERED OFFICE	P.O BOX 54702, CITV SQUARE TELEPHONE: +254722751307, EMAIL: INFO@CITVSTALEKENYA.CO.KE COUNTY: , DISTRICT: , LOCALITY: : STREET: ARGWINGS ROAD, BUILDING: OLIVE GARDEN HOTEL
POSTAL ADDRESS	P.O BOX 54702 CITV SQUARE
INCUMBENCES	

Name of Directors and Shareholders of the above company with their particulars are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
PETER NJORIGE REGERU	DIRECTOR	P.O BOX 46971 G.P.O NAIROBI	KENYAN	
JOHN MWA MATHENGE	DIRECTOR	P.O BOX 41115 G.P.O NAIROBI	KENYAN	
NICHOLAS K NZIOKA	SHAREHOLDER		N/A	ORDINARY: 10
RIGATHI GACHAGUA	DIRECTOR	P.O Box 15317 LANGATA	KENYAN	
RIGATHI GACHAGUA, JOHN MWAI M.ATHENGE AND PETER NJORIGE REGERU AS THE EXECUTORS OF THE ESTATE OF THE LATE JAMES NDERITU GACHAGUA	SHAREHOLDER	P.O BOX 46971-00100	KENYA	ORDINARY: 9
TOTAL				9 <b>27</b>

*Antsel*

Records filed to the below company field by the Companies Registrar as at 2:56 Sep 2024

COMPANY NAME	TRIPLE EIGHT COINSTRUCTION KENVA LIMITED
COMPANY NUMBER	C.62127
NOMINAL SHARE CAPITAL	00,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES.100.00 EACH)
DATE OF REGISTRATION	16TH NOV, 1994
REGISTERED OFFICE	P.O BOX 54702 TELEPHONE: EMAIL: COUNTY, DISTRICT, LOCALITY: STREET 3RD BUILDING
POSTAL ADDRESS	P.O BOX 54702
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particulars are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
RIGATHI GACHAGUA	DIRECTOR	P.O BOX 15315 LANGATA	KENYAN	
JOHN MWAI MATIHENGE	DIRECTOR	P.O BOX 46971 G.P.O NAIROBI	KENYAN	
PETER NJOROGE REGERU	DIRECTOR	P.O BOX 46971 G.P.O NAIROBI	KENYAN	
RIGATHI GACHAGUA, JOHN MWAI MATIHENGE AND PETER NJOROGE REGERU AS THE EXECUTORS OF THE ESTATE OF THE LATE JAMES NJORITU GACHAGUA	SHAREHOLDER	P.O BOX 46971 - 00100	KENVA	ORDINARY: 100-0 28
TOTAL				1000

*Handwritten signature*

Records relating to the below company filed by the Companies Registry as at 21 Sep, 2024,

COMPANY	BIOVET (K) LIMITED
COMPANY NUMBER	CPR/2009/4880
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	10TH JUN, 2009
REGISTERED OFFICE	PO: Box 15315 G.P.O NAIROBI TELEPHONE: +254792746,1610 EMAIL: INFO@CRVSTALKENYA.CO.KE COUNTY: DISTRICT: LOCALITY: STREET: HAILE SEIASIE AVENUE, BUILDING: NO 209/6545
POSTAL ADDRESS	P.O BOX 15315 G.P.O NAIROBI
ENCUMBRANCES	

Name of Directors and Shareholders of the above company with their particulars are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
MUGO MUNGAI	SECRETARY		N/A	ORDINARY: 0
RIGATHI GACHAGUA	DIRECTOR/SHAREHOLDER	P.O BOX 8846 CITY SQUARE	KENYAN	ORDINARY: 200
DORCAS WANJIKU RIGATHI	DIRECTOR/SHAREHOLDER	P.O BOX 15315 LANGATA	KENYAN	ORDINARY: 200
<b>TOTAL</b>				<b>400 29</b>

*Handwritten signature*

## THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 26 Sep 2024

COMPANY	TECHNICAL SUPPLIES AND SERVICES LIMITED
COMPANY NUMBER	CIPR/2009/4895
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 400 (KES 250.00 EACH)
DATE OF REGISTRATION	9TH JUN, 2009
REGISTERED OFFICE	P.O BOX 15315 00509 TELEPHONE: 47SD, E1MALLI COUNTRY: , DISTRICT: , LOCALITY: STREET: BUILDING:
POSTAL ADDRESS	P.O BOX 15315 00509
ELECTRONICALLY	

Name of Directors and Shareholders of the above company, with their particulars as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
G. MUGO MUNGAI	SECRETARY		N/A	ORDINARY 0
RIGATHI GACHA-GUA	DIRECTOR/SHAREHOLDER	P.O BOX 15315 LANGATA	KENYAN	ORDINARY: 400
FRANCIS MUCIHIRI WANGUO	DIRECTOR	P.O BOX 15315 LANGATA	KENYAN	114
TOTAL				30

K. M. M. M.

**THE COMPANIES ACT, 2015**

Records relating to the below company filed by the Companies Registry on 26 Sep 2024

COMPANY	HARD ROCK QUARRIES LIMITED
COMPANY NUMBER	C.893:95
NOMINAL SHARE CAPITAL	100,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 1000 (KES 100.00 EACH)
DATE OF REGISTRATION	11TH APR, 2024
REGISTERED OFFICE	P.O BOX 3049 TELEPHONE: EMAIL: COUNTY: , DISTRICT: LOCALITY: STREET: BUILDING:
POSTAL ADDRESS	P.O BOX 3049
ENCUMBRANCES	

Names of Directors and Shareholders of the above company with their particulars are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
PETER NJOROGE REGERU	DIRECTOR	P.O BOX 46971 G.P.O NAIROBI	KENYAN	
JOHN MWAI MATHEINGE	DIRECTOR	P.O BOX 41115 G.P.O NAIROBI	KENYAN	
RIGATHI GACHAGUA	DIRECTOR	P.O BOX 15315 LANGATA	KENYAN	
RIGATHI GACHAGUA, JOHN MWAI MATHENGE AND PETER NJOROGE REGERU AS THE EXECUTORS OF THE ESTATE OF JAMES NDERITU GACHAGUA	SHAREHOLDER	P.O BOX 54702 CITY SQUARE	KENYAN	ORDINARY: 1000
<b>TOTAL</b>				<b>1000</b>

*Handwritten signature/initials*

110

## THE COMPANIES ACT, 2015

Records relating to the below company held by the Companies Registry as at 26 Sep 2024

COMPANY	RIGATHI GACHAGUA FOUNDATION
COMPANY NUMBER	CLG-XXFXRG,
DATE OF REGISTRATION	11TH NOV, 2022
REGISTERED OFFICE	P.O BOX 29294 G.P.O NAIROBI TELEPHONE: +2542356,5328, EMAIL: RIGATHIGACHAGUAFOUNDATION@GMAIL.COM COUNTY: NAIROBI, DISTRICT: STAREHE 01STRICT, LOCALITY: CBD STREET: HARAMBEE AVENUE, BUILDING: HARAMBEE HOUSE ANNEX
POSTAL ADDRESS	P.O BOX 29294 G.P.O NAIROBI
ENCUMBRANCES	

Name of Directors and Members of the above company with their particulars as follows:

NAME	DESCRIPTION	ADDRESS	NATIONALITY
RIGATHI GACHAGUA	DIRECTOR/MEMBER	P.O BOX 29294 G.P.O NAIROBI	KENYAN 32

*Rigathi Gachagua*

**LIST OF COMPANIES AS AT 26 SEP 2024**

Records relating to the below company held by the Companies Registry as at 26 Sep 2024

COMPANY	GRAND BYPASS APARTMENT 1 LIMITED
COMPANY NUMBER	PVT-5JUZEKL8
NOMINAL SHARE CAPITAL	1,000,000.00
NUMBER AND TYPE OF SHARES (VALUE PER SHARE)	ORDINARY: 100000 (KES 10.00 EACH)
DATE OF REGISTRATION	11TH JAN, 2024
REGISTERED OFFICE	P.O. BOX 54702 CITY SQUARE TELEPHONE: +254722206884., EMAIL: LANGATAVIEWNEWS,PV@GMAIL.COM COUNTY: NAIROBI, DISTRICT: LANGATA DISTRICT, LOCALITY: LANGATA STREET: SOUTHERN BYPASS, BUILDING: LANGATA VIEW APARTMENTS
POSTAL ADDRESS	P.O BOX 54702 CITY SQUARE
ENCLOSURE NAMES	

Name of Directors and Shareholders of the above company with their particulars are as follows

NAME	DESCRIPTION	ADDRESS	NATIONALITY	SHARES
RIGATHI GACHAGUA	DIRECTOR	P.O BOX 54702 CITY SQUARE	KENYAN	
JOHN MWAI	DIRECTOR	P.O BOX 54702 CITY SQUARE	KENYAN	
PETER NJOROGE REGERU	DIRECTOR	P.O BOX 46971 G.P.O NAIROBI	KENYAN	
VIPINGO BEACH RESORT LIMITED	SHAREHOLDER	P.O BOX 54702 CITY SQUARE	KENYAN	ORDINARY: 1
TOTAL				1 33

DATED 1st OCTOBER 2023

WAIN HOLDINGS LIMITED

- to -

ABERDARE SAFARI HOTELS LIMITED

---

DISCHARGE OF CHARGE

over

TITLE NUMBER: NYERI MUNICIPALITY/BLOCK  
1/1669

---

**ntDENTONS**

**HAMILTON HARRISON  
& MATHEWS**

Hamilton Harrison & Mathews  
Advocates  
1<sup>st</sup> Floor, Delta Office Suites  
Off Waiyaki Way  
P.O. Box 30333 - 00100  
NAIROBI  
Ref. 0001696.00005

KENYA#12587679.1

34



Kshs 71,980/-

119

Form LRA-58

r. 74(1))

-F

REPUBLIC OF KENYA  
THE LAND REGISTRATION ACT  
THE LAND REGISTRATION (GENERAL) REGULATIONS, 2017

Date received: 22 NOV 2023  
Presentation Book No: 45711/2023  
Official fees Paid: Kshs 73597

**DISCHARGE OF CHARGE**  
TITLE NUMBER: NYERI MUNICIPALITY/BLOCK 1/1669

Date of Discharge	30TH OCTOBER 2023
Date of Registration of Charge(s) and entry number	Charge dated 23 <sup>rd</sup> February 2021 and registered on 25 <sup>th</sup> February 2021 as entry number 4 on the encumbrance section.
The Chargor	ABERDARE SAFARI HOTELS LIMITED, a limited liability company incorporated under the laws of Kenya, issued with a Certificate of Incorporation Number C.15857 and of Post Office Box Number 14815-00800 Nairobi, Kenya.
The Chargee	WAIN HOLDINGS LIMITED, a limited liability company incorporated under the laws of Kenya issued with a Certificate of Incorporation Number C.29524 and of Post Office Box Number 14815-00800 Nairobi, Kenya.
The Principal Amount secured under the Charge	Kenya Shillings One Hundred and Forty-Three Million Eight Hundred and Eighty-Five Thousand and Forty-Two (Kshs. 143,885,042.00/-) only.

The amounts secured under the Charge having been paid or otherwise secured, the Chargee **HEREBY DISCHARGES** the Charge shown as entry number 4 in the Encumbrances Section of the register of the above-mentioned Title wholly.

**IN WITNESS WHEREOF**, this Discharge has been duly executed as a deed on the date and year mentioned above.

KENYA#12587679.1

35

*Abubakar*

Pursuant to Section 45(3) of the Land Registration Act No. 3 of 2012, the Registrar by registering this Discharge of Charge hereby confirms that this Discharge of Charge has been properly executed and dispenses with further verification.

REGISTERED this ..... 2d1a of ..... N.V., .....202-..[J

ENTRY in Encumbrances Section Number ...g.. (.NJE:r)

Seal .....

LAND REG LSTRAR

Name: .... f\_l,j... --

Registrar's Stamp/No ..... ?Jil.....

Signature: .....

*J. W. Gatanga*  
sq1

**Drawn by:**

Hamilton Harrison & Mathews Advocates  
1st Floor, Delta Office Suites  
Block A, Off Waiyaki Way, Muthangari  
P.O. Box 30333-00100  
Nairobi  
Email: [info.kenya@dentons.com](mailto:info.kenya@dentons.com)  
Ref. 0001696.00005

*Antsch*

**Payment Slip**

www.kra.go.ke

(SWIFT/RTGS)

Taxpayer PIN : P000609898V

Payment Registration Date: 31/10/2023

Name and Address :

Payment Registration Number

ABERDARE SAFARI HOTELS LIMITED  
 EURODENT CENTRE, NAIROBI CITY (WEST), Westlands District,  
 PO Box:14815,  
 Postal Code:00800

2020230003815594



*Confirmed KRA  
 31/10/2023*

**Payment Details**

Sr.No.	Payment Type	Special Tax Obligation	Total Amount to be Paid (Ksh)				
1	Self Assessment Tax	(0503) Stamp Duty	71,980				
Sr.No.	Name of registrar / A n e H o r		Remarks of Registrar / Assessor			Date of	
1							
Sr.No.	Instrument Type	Instrument Date	Assessed Value(Ksh)	Penalty Amount(Ksh)	Amount of Duty Assessed to Pay	Title Number	Land Rent Number
1	Discharge/ Reconveyance	30/10/2023	71,980	0	0		
Transferor's Details							
Sr.No.	Name				PIN		
1	ABERDARE SAFARI HOTELS LIMITED				P000609898V		

*B. Antisch*

Ksh 535,000,000

1;FO 01/0/-

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(r. 61(1))

Form LRA 39

REPUBLIC OF KENYA

THE LAND REGISTRATION ACT

THE LAND REGISTRATION (GENERAL) REGULATIONS, 2017

122

Date Received  
part

Presentation Book

Official Fees

No...L/fY/t;/w,¥f.

Kshs.

TRANSFER TO COMPANIES AND LIMITED LIABILITY PARTNERSHIPS

TITLE NO: NYERI/MUNICIPALITY BLOCK1/f6 9

Date	Number
	2023
Transferor	ABERDARE SAFARI HOTELS LIMITED, a limited liability company incorporated under the laws of Kenya, issued a certificate of Incorporation Number C.15857 and of Post Office Box Number 4, 00800 Nairobi, Kenya (hereinafter referred to as the "Transferor" which expression shall include the Transferor's assigns and assigns) of the one part.
Transferee	CRISTAL KENYA LIMITED, a limited liability company incorporated under the laws of Kenya, issued with a Certificate of Incorporation Number CR 9/488 and of Post Office Box Number 5620-00 506 Nairobi (hereinafter referred to as the "Transferee" which expression shall include the Transferee's successors and assigns) of the other part.
Consideration	Kenya Shillings Five Hundred and Thirty-five Million (Kshs. \$35 000,000/-)

This TRANSFER witnesses as follows

1. The Transferor as the legal and beneficial owner HEREBY TRANSFERS an interest in the above Title.
2. The Transferor acknowledges receipt of the Consideration.
3. The Transfer is subject to the provisions of The Land Act, 2012, The Land Registration Act 2012 and the interests noted in the Register of the Title but otherwise free from encumbrance

38

Antsd

IN WITNESS whereof the Transferor and the Transferee have signed this Transfer.

Signed by the duly authorized representatives of the Transferor  
ABERDARE SAFARI HOTELS LIMITED  
in the presence of



Name: Robert Oatheni  
ID No: 7112569  
Pin No: A002463776A-  
Signature: .....



Name: Kenneth Wairibachi  
P/P No: 3963851  
Pin No: ACC1211091B  
Signature: .....

SIGEE KOECH  
HAMILTON HARRISON & MATHEWS  
ADVOCATES  
DELTA OFFICE SUITES, WAIYAKI WAY  
P.O. BOX 30253  
NAIROBI 00100

Certificate of Verification under Section 45 of the Land Registration Act

I CERTIFY that the above-named Robert Oatheni & Kenneth Wairibachi appeared before me on the 26th day of October 2015 and being known to me/ being identified by their Kenyan Identity Cards acknowledged the above signatures or marks to be theirs and that they had freely and voluntarily executed this instrument and understood its contents.

Name and signature of person certifying  
SIGEE KOECH  
HAMILTON HARRISON & MATHEWS  
ADVOCATES  
DELTA OFFICE SUITES, WAIYAKI WAY  
P.O. BOX 30253  
NAIROBI 00100

Antised

Siim'ivi lw the duly nuthori71.xi  
rq1rcsntati,cs of the Tran.s foroc  
CRY♦TAL "ENYA LIMITED in  
the pn.'SL..III'L' of



Name: KEVIN GACIIAGUA RIGATHI

ID No: 28135806

Pin No: A008050329E

Signature: x.. ♦ .....

**PRISCAH MWINZI**  
**ADVOCATE**  
P. O. Box 29294-00100, NAIROBI

.....  
*Name and signature of person*

*certifying*



Name: KEITH IKINU RIGATHI

ID No: 30063527

Pin No: A011499351C

Signature: x..... ♦ .....

SIGN HERE

Certificate of Verification under Section 45 of the Land Registration Act

CERTIFY that the above-named KEVIN GACIIAGUA RIGATHI & KEITH IKINU RIGATHI appeared before me on the ..... day of ..... 20 ..... and being known to me/ being identified by their Kenya Identity Cards acknowledged the above signatures or marks to be theirs and that they had freely and voluntarily executed this instrument and understood its contents.

**PRISCAH MWINZI**  
**ADVOCATE**  
P. O. Box 29294-00100, NAIROBI

.....  
*Name and signature of person certifying*

*Handwritten signature*

REGISTERED AND SEALED this ... of ... 20.../45.....

125

seal .....

LAND REGISTRAR

Name: F.W. GATONGA Registrar's Stamp/No. 397

Signature: [Handwritten Signature]  
F.W. Gatonga \*397

**Drawn By:-**

Kisilu, Wandati and Company Advocates  
Royal Offices, 3<sup>rd</sup> Floor, Suite 36  
Mogotio Road, Off Chiromo Lane  
P. O. Box 29294-00100  
Nairobi  
Tel: +254 722487 860, +254 723 354 077  
Email: info@kwc.co.ke  
Web site: [www.kwc.co.ke](http://www.kwc.co.ke)

41  
[Handwritten Signature]

www.kra.go.ke

00010939E

Payment Registration Date: 14/11/2023

Payment Registration Number

2020230004075857

ROYAL SUITES, NAIROBI CITY (WEST), Kasarani District,  
 PO Box 70E-158,  
 Postal Code



*Coe*

**Payment Details**

Sr.No.	Payment Type	Special Tax Obligation	Total Amount to be Paid (Ksh)				
1	Self Assessment Tax	(0503) Stamp Duty	301,000				
Sr.No.	Name of registrar/ Assessor		Remarks of Registrar / Assessor		Date of Approval		
1							
Sr.No.	Instrument Type	Instrument Date	Assessed Value(Ksh)	Penalty Amount(Ksh)	Amount of Duty Assessed to Pay(Ksh)	Title Number	Land Rent Number
1	Charges under RTA/ Mortgage under GLA / Debentures	14/11/2023	301,000	0	0		
Transferee's Details							
Sr.No.	Name				PIN		
1	Credit Bank Limited				P000598609F		
Transferor's Details							
Sr.No.	Name				PIN		
1	CRYSTAL KENYA LIMITED				P0513035668		

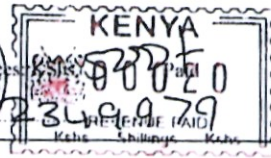


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 42

**FORM 13 (H.L.A-Government (General))**

Presentation Book:  
57. r2. 011  
No. 20.....

Date Received for Registration:  
7. 12. 2011



127  
500/2

**REPUBLIC OF KENYA**

**THE REGISTERED LAND ACT, 1963**  
(Cap 300)

NEW PA 300 k  
4/c 500 k  
2/12/2011

**LEASE**

REGISTRATION DISTRICT: NYERI

TITLE No.: NYERI MUNICIPALITY  
BLOCK 1/1669

THE PRESIDENT OF THE REPUBLIC OF KENYA on behalf of the Government of the Republic of Kenya in pursuance of a surrender

HEREBY LEASES to **ABERDARE SAFARI HOTELS LIMITED**, a limited liability company duly established under the provisions of the Companies Act (Cap 486) of the Laws of Kenya of NAIROBI (Post Office Box Number 14815 - 00800)

hereinafter called "the lessee"

ALL THAT piece of land comprised in the above mentioned title containing by measurement eight decimal nought three eight ( 8.038 ) hectares or thereabouts;

for the term of ninety nine ( 99 ) years;

from the first day of November 2006;

at the annual rent of shillings two hundred and forty thousand seven hundred and sixty ( KShs.240,760/=) (revisable) w.e.f. 1/6/2011;

payable in advance on the first day of January in each year. and subject to the provisions the Government Lands Act (Chapter 280) and the following conditions:

**SPECIAL CONDITIONS**

I. No further buildings shall be erected on the land nor shall additions or external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands and the Local Authority. The Commissioner of Lands shall not give his approval unless he is satisfied that the proposals are such as to develop the land adequately and satisfactorily.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20f.L

SIGNED By: ZABLON AGWATA MABEA

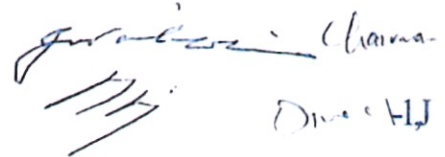
128

The Commissioner of Lands by order of the President in the presence of:



**f41b!**  
LAND REGISTRAR  
P.O. BOX 30089  
NAIROBI

COMMON SEAL of the Lessee was affixed hereto in the presence of:



I CERTIFY that the above named

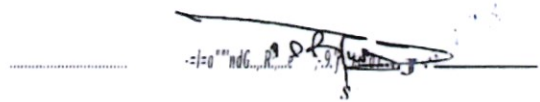
appeared before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_  
and being known to me/being identified by\*

acknowledged the above signatures or marks to be his/hers/theirs and that he/she/they had freely and voluntarily executed this instrument and understood its contents.

.....  
*Signature and Designation of Person Certifying*

REGISTERED this 7<sup>th</sup> day of JUNE 2011

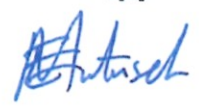
DRAWN BY:



LAND REGISTRAR  
P.O. BOX 30089  
NAIROBI

LAND REGISTRAR  
P.O. Box 30089  
NAIROBI

\* Delete whichever is not applicable  
Chasys Lands



Files for the Lands Reg

Application No. 2004/15 Presentation Book No. 192/3/20 LY Registration fees sh. 500/- Paid Receipt No. 674028

REPUBLIC OF KENYA

THE REGISTERED LAND ACT 1993 (Cap. 300)

REC - SUR - (i) - 502 - 15250

TRANSFER BY PERSONAL REPRESENTATIVE TO PERSON ENTITLED UNDER A WILL OR ON AN INTESTACY

129

TITLE NO. LR. NO. RUGURU/KIAMARIGA/1223

I, Public Trustee of the Republic of Kenya of P.O. Box 49672 NAIROBI, as personal representative(s) of NAFTALY GUANDARU GATHOGO deceased HEREBY TRANSFER to HANNAH GATHONI MUGO absolutely. As per family agreement of P.O. Box 212 SAGANA being the person(s) entitled thereto under the will on the intestacy) of the deceased the interest of the deceased comprised in the above mentioned title.

Dated this 1st Day of March 2009

SEALED with the official seal of the Public Trustee and SIGNED in authentication thereof by EUNICE JEPCHIRCHIR SAWE, the Public Trustee of Republic of Kenya.



IDNO ..... PIN No ..... SignHture .....

Signed by the Transferee(s) In the presence of:-

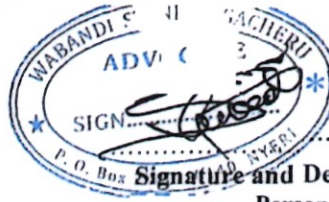


ID NO. 5583 PIN NO. A004521235J Signature .....



45 [Signature]

I CERTIFY that the above n **HANNAI-GATHONI MUGO** of P.O. Box 1774  
 appeared before me on the ..day of .. and, being identified by ..  
 [or being known to me] acknowledged the above signature or marks to be his/hers/theirs  
 Itelsheithey-freely and voluntarily executed this instrument and understood its contents.



Signature and Designation of  
 Person Certifying

REGISTERED this ..... (?\ ..... day of ..... N.

.....20.....  
**S. M. J. M. P. W. A. 337**  
 Land rar

"Note: The person attesting the signature must authenticate the coloured passport size photograph, National ID Number and Tax PIN Number".

\*Delete which is not applicable

Drawn by: **The Public Trustee**  
 Postal Address: **Central Provincial Headquarters**  
**Block 'A' 3<sup>rd</sup> floor room 305**  
**P O Box 1774**  
**NYERI**

GPK(L)5

PT/NYI/56/99

DATE .....

*Handwritten signature*

Box 212  
1 by 30  
/hers/heirs and  
ntents.

ed for registration: <  
Presentation Book No. 590102/2015 Registration fees sh. 500/-  
Paid Receipt No. 6744298  
C16 \2-(::) t 198/3/2018 4780297

Resub 500/-

REPUBLIC OF KENYA  
THE REGISTERED LAND ACT 1993  
(Cap. 300)

131

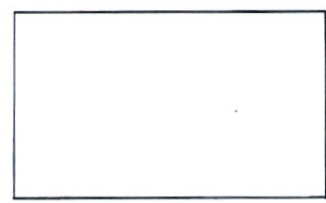
TRANSFER BY PERSONAL REPRESENTATIVE TO PERSON  
ENTITLED UNDER A WILL OR ON AN INTESTACY

TITLE NO. LR. NO. RUGURU/KIAMARIGA/1223

I, **Public Trustee of the Republic of Kenya of P.O. Box 49672 NAIROBI**, as personal representative(s) of **NAFTALY GUANDARU GATHOGO** deceased **HEREBY TRANSFER** to **HANNAH GATHONI MUGO** absolutely. As per family agreement of P.O. Box 212 SAGANA being the person(s) entitled thereto ~~will~~ (on the intestacy) of the deceased the interest of the deceased comprised in the above mentioned title.

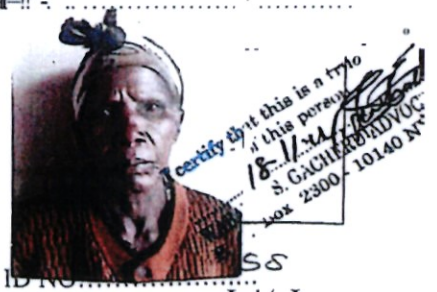
Dated this 18th Day of April 2018.

SEALED with the official seal of the  
)Trustee and SIGNED in  
authentication thereof by **EUNICE**  
**JEPCHIRCHIR SAWE**, the  
Public Trustee of Republic of Kenya.  
.....

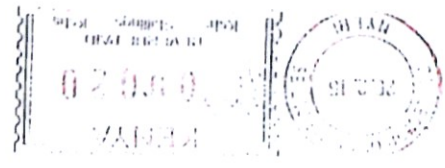
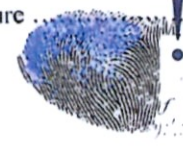


ID No ..... 1 .....  
PIN No .....  
Signature: "!"

Signed by the Transferee(s)  
In the presence of:-



ID No .....  
PIN No. RQ-AS-21/4.J  
Signature .....  
L.r.P



47  
*[Handwritten signature]*

885  
885

ed for registration  
20/10/99  
6/12/20

132

I CERTIFY that the above named IANMUGO GATI MUGO of P.O. Iloilo appeared before me in the presence of S. M. Quanzani and, being identified by [I being identified in me] acknowledged the above signature or marks to be his/hers/their and he/she/they freely and voluntarily executed this instrument and understood its contents.



Signature and Designation of Person Certifying

REGISTERED this ..... day of ..... 5:1 ..... 20.. 9J.....

S. M. Quanzani '337  
Land Registrar

"Note: The person attesting the signature must authenticate the coloured passport size photograph, National ID Number and Tax PIN Number".

\*Delete which is not applicable

Drawn by: **The Public Trustee**  
Postal Address: **Central Provincial Headquarters**  
**Block 'A' 3<sup>rd</sup> floor room 305**  
**P.O. Box 1774**  
**NYEIU**

GPK(L)5

PT/NY 1/56/99

DATE .....

Box 213  
Filed by...  
e his/hers/theirs  
ents.

ved for registration: 20  
26/02/2015  
6/3/2018

Presentation Book No. 589102/2015  
198/3/2018  
REPUBLIC OF KENYA

Registration fees Ksh. 4780297  
Paid Receipt No. 6744238  
R.L.10  
REG-SUB  
Resub 500k  
133

THE REGISTERED LAND ACT  
(Cap. 300)

APPLICATION TO BE REGISTERED AS PROPRIETOR BY TRANSMISSION

TITLE NO. LR. NO. RUGURU/KIAMARIGA/1223

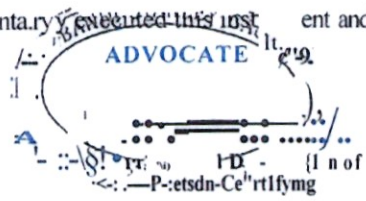
I, **Public Trustee of the Republic of Kenya** of P O Box 49672 NAIROBI, as personal representatives of **NAFTALY GUANDARU GATHOGO** deceased **HEREBY APPLY** to be registered by transmission as proprietor in place of the deceased of his interest in the above mentioned title, and in support thereof attach the Grant as required by section 119 (1) of the Act .

Dated this ..... \ \* . ..... day of ..... 20.&fl.

**SEALED** with the official seal of the )  
Public Trustee and **SIGNED** in authentication) )  
thereof by **EUNICE SAWE**, the Public )  
Trustee of the Republic of Kenya. )



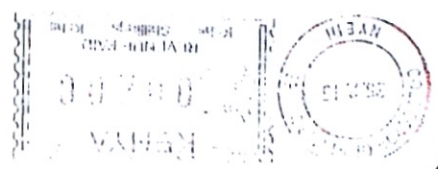
I CERTIFY that the above named **EUNICE SAWE** appeared before me on the ... \ .<sup>A-J</sup> ..... day of ..... - ..... 20 .. **fl.** and, being **known to me** acknowledged the above signatures to be **hers** and that **she** had freely and voluntarily executed this instrument and understood its contents.



REGISTERED this ..... day of ..... 20 ..... ; 337

..... La . ; istrar

GPK(L)  
PT/NYI/56/99



49



...ed for «g.i.ratio... 15/9/98

Preso...t.Umt flook 02/7-5'

Registration r,cs K s h f J;js' R.L.19

REPUBLIC OF KENYA

THE REGISTERED LAND ACT (Cap. 300)

134

APPLICATION TO BE REGISTERED AS PROPRIETOR BY TRANSMISSION

TITLE NO. LR. NO. RUGURU/KIAMARIGA/1223

I, Public Trustee of the Republic of Kenya of P O Box 49672 NAIROBI, as personal representatives of NAFTALY GUANDARU GATHOGO deceased HEREBY APPLY to be registered by transmission as proprietor in place of the deceased of his interest in the above mentioned title, and in support thereof attach the Grant as required by section 119 (1) of the Act

Dated this ..... day of ..... 20.Y.f.f.

SEALED with the official seal of the Public Trustee and SIGNED in authentication thereof by EUNICE SAWE, the Public Trustee of the Republic of Kenya.

[Handwritten signature]

I CERTIFY that the above named EUNICE SAWE appeared before me on the J. .. day of .... 20. ... and, being known to me acknowledged the above signatures to be hers and that she had freely and voluntarily understood its contents.

ADVOCATE SIGN [Signature]

REGISTERED this ..... day of ..... 20 .....

S .., a, a' a 337

GPK(L) PT/NYI/56/99

[Official stamps and seals]

50 [Handwritten signature]

UNMENTIONED PRESENTOR. Instruments presented for registration are attached herewith together with ..... ..... ..... please refer to the conditions appertaining to Rejections overleaf. I am, Sir(s), Your Obedient servant Land Registrar .....	DESPATCHED	RECEIVED
	ORIGINAL	

The Conditions on the Back of this Form shall be Complied with  
 REPUBLIC OF KENYA

THE REGISTERED LAND ACT  
 (CAP. 300)

APPLICATION FOR REGISTRATION

I hereby apply for the registration of the undermentioned instruments in the following order of priority:-

DATE OF INSTRUMENT	DESCRIPTION	TITLE NUMBER	FEE	FOR OFFICIAL USE ONLY
	<b>Transfer by Personal Representative RL.7, RL. 19</b>	<b>LR.NO.RUGURU/ KIAMARIGA/ 1223</b>	<b>250</b>	
	Please issue Land Certificate, Certificate of Lease.		<b>200</b>	
	Additional fee at *SH.5, Sh.25 each		<b>125</b>	
	P.O./M.O./Cheque attached hereto the value of Sh.		<b>575</b>	

The following documents are enclosed:-

- Land Certificate
- Certificate of Lease
- Lease (in triplicate)
- Charge (in triplicate)
- Clearance Certificate
- Estate Duty Certificate
- Chargee's consent in terms of the lease.
- Special instructions, including in appropriate cases the name and address of the person to whom the documents are to be sent if other than the presenter:-

Division Land Control Board Consent  
 Chargee's consent in terms of the charge

**Certified Copies of Letters of  
 Administration and the  
 Confirmation thereof.**

Signature .....  
 Name in Block Capitals **OKINDA**  
 Postal Address **A\$.Sf fr. PUBLIC TRUSTEE  
 P. O. BOX 1774  
 NYERI**

Date ... .. 20J.S.

(The conditions on the back of this form must be complied with)  
 \*Delete whichever fee is not applicable

IP.T.O.



of letters of administration intestate.



REPUBLIC OF KENYA

IN THE HIGH COURT OF KENYA AT NYERI

SUCCESSION CAUSE NO.H.CJRM 702 OF 2013

In the matter of the Estate of **NAFTALY GUANDARU GATHOGO** (Deceased).

BE IT KNOWN that on the 16<sup>th</sup> day of **December, 2013** Letters of Administration Intestate of all the estate of **NAFTALY GUANDARU GATHOGO** (also known as ..... ) deceased late of **Nyeri** who died domiciled in **Kenya** on the 21<sup>st</sup> day of **October, 1996** at **Bahati** which by law devolves to and vests in his/her personal representative were granted by this Court to **Public Trustee of P. O. Box 1774 Nyeri** (and ..... of ..... ) he/ having undertaken faithfully to administer such estate according to law and to render a just and true account thereof whenever required by law so to do.

ISSUED by the High Court/~~Resident Magistrate's Court~~ through the registry at **Nyeri** this 16<sup>th</sup> day of **December, 2013**.

CERTIFY THAT THIS IS A TRUE COPY OF THE ORIGINAL FOR *[Signature]* VERIFIED DATE: *25/12/2013* FOR ASSISTANT PUBLIC TRUSTEE PUBLIC TRUSTEE - KENYA QPK(I.)

Signature: *[Signature]* Judge of the High Court Resident Magistrate

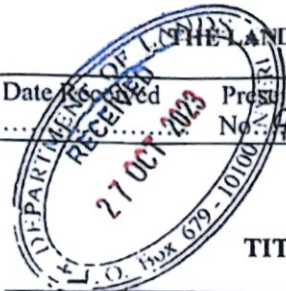
*[Handwritten signature]*

REPUBLIC OF KENYA

THE LAND REGISTRATION ACT

THE LAND REGISTRATION (GENERAL) REGULATIONS, 2017

Date Received Presentation Book Official Fees Paid  
 No. 471/10/22 Kshs.



DISCHARGE OF CHARGE

TITLE NUMBER: RUGURU/KIAMARIGA/1223

Date of Discharge:	
Date of Registration of Charge(s) and Entry Number	18 <sup>TH</sup> JUNE 2021
The Chargor:	NDUGI IRIMIA PETER ID NO.3391136 OF P.O BOX 1187, KARATINA.
The Chargee:	BIASHARA SACCO SOCIETY LIMITED P.O BOX 1895, NYERI
The Principal Amount Secured Under the Charge(s)	KSH.2,100,000/- (KENYA SHILLINGS TWO MILLION ONE HUNDRED THOUSAND ONLY).

The amounts secured under the Charge(s) having been paid or being otherwise secured the Chargee **HEREBY DISCHARGES** the Charge(s) shown as entry number(s) ..... in the Encumbrances Section of the register of the above-mentioned Title wholly.

**IN WITNESS WHEREOF** this discharge has been duly executed as a deed the date and year mentioned above.

**I** u.r. (r. 74(1))  
 V.A.P.

*Handwritten signature*

SIGNED by the Chargee:-

In the presence of:-

**SIGNED BY THE OFFICIALS/OFFICIAL SIGNATORIES OF THE CHARGE**


in the presence of:

**CHAIRMAN-**  
 JOSEPH KAMAU NJAMUKU ..... CJ- ---? ..... }  
 ID NO. 0582707  
 PINNO.A001126453K

**TREASURER-**  
 DR. PETER MWANGI MACHARIA ..... )      SEAL  
 ID NO.4342189  
 PIN NO.A002398308V

**SECRETARY-**  
 ROSE WANGARI KIMARU ..... |  
 ID. NO.7994160  
 PIN NO.A001863429X

In the presence of-

  
**HARON MUCHIRI GATHONI**  
 Advocate, Commissioner for Oaths  
 & Notary Public  
 P. O. Box 1268-10100, NYERU

**Verification of execution pursuant to Section 45 of the Land Registration Act**

I, **HARON MUCHIRI GATHONI** an Advocate of the High Court of Kenya do hereby  
**CERTIFY** that the above named **JOSEPH KAMAU NJAMUKU (CHAIRMAN) DR.PETER  
 MWANGI MACHARIA (TREASURER) ROSE WANGARI KIMARU (C.E.O)** of  
 the Chargee appeared before me on the .. ..... day of ZJ W. 2023 and being  
 known to me/being identified by \*ALL KNOWN TO ME acknowledged the above signature or  
 Marks to be his (theirs) and that she (they) had freely and voluntarily executed this instrument.

**HARON MUCHIRI GATHONI**  
 Advocate, Commissioner for Oaths  
 ..... 2-:-:- .....  
 P. O. Box 1268-10100, NYERU (Title of person certifying)

54  


SIGNED by the Chnrgor:-



NDUGI IRIMIA PETER  
ID NO.3391136  
PIN NO.A002689837Z

In the presence of:-

HARON MUCHIRI GATHONI  
Advocate, Commissioner for Oath,  
& Notary Public  
P.O. Box 126H-10100, NYERI

Signature: .....

**Verification of execution pursuant to Section 45 of the Land Registration Act**

I, HARON MUCHIRI GATHONI an Advocate of the High Court of Kenya do hereby CERTIFY that the above named **NDUGI IRIMIA PETER** RID N0.3 91136 the Charge appeared before me on the ... day of ... 2023 and being known to me/being identified by \*RUTH GATHONI GICHUKI ID N0.2 42524 acknowledged the above signature or marks to be his (theirs) and that she (they) had freely and voluntarily executed this instrument.

HARON MUCHIRI GATHONI  
Advocate, Commissioner for Oath  
& Notary Public  
P.O. Box 106a, 10100 Nyeri  
Name and signature of person certifying

REGISTERED this 1st day of ... 2023

ENTRY in Encumbrances Section Number: ..

Seal .....

LAND REGISTRAR

DRAWN BY:  
MUCHIRI WA GATHONI  
& CO. ADVOCATES,  
11, PAMKI HOUSE, 1st FLOOR, 1  
P.O.130X 1648,  
NYERI.

Stamp / No.1 '11, ....

o.ke

ayer PIN : A0026898372

Payment Registration Date: 26/10/2023

Name and Address :

Payment Registration Number

Ndugi Irimia Peter

2020230003776145

n/a, Kajiado, Malindi East District,  
PO Box:1187,  
Postal Code:10101



Payment Details

Sr.No.	Payment Type	Special Tax Obligation	Total Amount to be Paid (Ksh)
1	Seir Assessment Tax	(0503) Stamp Duty	1,080

Sr.No.	Name of registrar/ Assessor	Remarks of Registrar/ Assessor	Date of Approval
1			

Sr.No.	Instrument Type	Instrument Date	Assessed Value(Ksh)	Penalty Amount(Ksh)	Amount of Duty Assessed to Pay(Ksh)	Title Number	Land Rent Number
1	Discharge/ Reconveyance	26/10/2023	1,080	0	0		

Transferor's Details

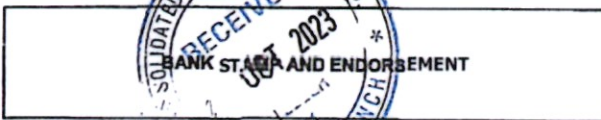
Sr.No.	Name	Pin
1	Ndugi Irimia Peter	A0026898372

(To be filled by taxpayer during payment at bank)

CHEQUES ONLY		
Drawer Bank	Cheque No.	Amount (Ksh)

Amount in Words: One thousand eighty Kenyan Shillings

CASH ONLY		
Currency	Count	Amount (Ksh)
1,000		
500		100
200		
100		
50		
40		
20		
10		
5		
1		
Total Amount (Ksh)		1,080



*Handwritten signature*

SD 20,000/-  
TID 500/-  
Reg 500/-

Date received for registration Sh...  
Presentation Book No. 472/10/20  
Registration Fees: paid. Receipt 141

Ksh 1000  
29 OCT 2023  
RECEIVED  
DEPARTMENT OF LANDS  
P.O. Box 679 - 10100 NAIROBI

REPUBLIC OF KENYA  
THE REGISTERED LAND ACT  
(Cup. 300)  
TRANSFER OF LAND

TITLE NO.....L.R. NO. RUGURU/KIAMARIGA/1223.....

I, NDUGI IRIMIA PETER ID NO. 3391136 of Post Office Box Number 1187-10101 KARATINA ..... in consideration of..... SALE ..... (the receipt whereof is hereby acknowledged) HEREBY TRANSFER to..... RIGATHI GACHAGUA ID NO. 60191105 of Post Office Box Number 15315-00509 NAIROBI the land comprised in the above mentioned title.

The Transferees declare that they hold the land as joint proprietors/as proprietors in common\* in the following undivided shares:-

- (i) RIGATHI GACHAGUA - ABSOLUTELY

Dated this S... day of Cc\ 2023

Signed by the Transferors in the presence of:-

CHARLES WAHONGE GIKONYO  
Advocate, Commissioner for Oaths  
Notary Public, C/S/KI  
P.O. Box 11111 - Nairobi  
Tel: 011-254-254-2542



SIGNATURE...  
ID NUMBER...  
PIN NUMBER...

I CERTIFY that the above named NDUGI IRIMIA PETER appeared before me on the S day of CO. 2023 and being known to me/being identified by

acknowledged the above signature to be his [theirs] and that he [they] had freely and voluntarily executed this instrument and understood the contents

Final Designation of  
Certifying

\*Delete whichever is not applicable (P.T.O)

REPUBLIC OF KENYA  
DEPARTMENT OF LANDS

Handwritten signature  
57

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20.?-L.....  
.....a; ies wah li kmiyoL .....  
tdvocatc & ♦-♦♦oner for Calit.

142

Signed by the Transferee  
in the presence of:-

**CHARLES WAHOME GIKONYO**  
Advocate, Commissioner for Oaths  
Notary Public, CPS (K)  
P.O. Box 2088 - 10100, NYERI, KENYA  
Tel: 061-2030822  
Cellphone: 0722-822801



SIGNATURE, \_\_\_\_\_

ID NUMBER: Col **41f 25**

PIN NUMBER: **A001120140M**

I CERTIFY that the above named..... RIGATHI GACHAGUA appeared before me <  
the..... day of..... ( ). C= 2023 and being known to me/being identified by ..  
.....acknowledged the above signatures or marks to be his [theirs] and that he [they] had  
freely and voluntarily executed this instrument and understood its contents.

**CHARLES WAHOME GIKONYO**  
Advocate, Commissioner for Oaths  
Notary Public, CPS (K)  
P.O. Box 2088 - 10100, NYERI, KENYA  
Tel: 061-2030822  
Cellphone: 0722-822801

REGISTERED this..... day of..... 2023

*[Signature]*  
**Signature and Designation of  
Person Certifying**  
*[Signature]*  
**J. W. Land Registrar**

\*Delete whichever is not applicable  
**DRAWN BY:-**  
M/S WAHOME GIKONYO & COMPANY,  
ADVOCATES,  
KONHAUTHI SUITE F5,  
KANISA ROAM ATHI WAY,  
P.O. BOX 2088-10100,  
**NYERI.**

*[Handwritten signature]*

REPUULIC OF KENYA

1102211

THE LAND CONTROL REGULATIONS, 1968

The Land Control Board

To: NDUGI IRIMIA DETEA

Date: 11.10.2021
Reg. No. Q/10/16
L.O.R. No.

SIR/MADAM.

LETTER OF CONSENT

1. With reference to your application dated the ... the Board gave its consent to the ... control ... at its ... LC-1b meeting held on the ...

2. Nature of Transaction:

(a) L.R. or Parcel No. R/0, a: 1, t: t: - t: t: ... l: ? : ? !

(b) Locality ...

(c) Sale, lease, subdivision, mortgage, charge, etc. ...

(d) Names of Parties-

(i) from ... P.T.O:7

(ii) to ... C.A.C.t.I.A. Y/I-

(e) Length of term @ 11?

(f) Consideration

3. Special conditions of approval of subdivision:

- (a)
(b)
(c)
(d)
(e)

11/16 /pbo,op-o

I am, Sir/Madam,
Your obedient servant

LAND CONTROL BOARD, P.O. ... DATE

Clwimum

... /awl Collmrl lboard

Copy to: The Commissioner of Lands, Nairobi
The Central Agricultural Board.

Handwritten signature

# ardhisasa

Shambo Laho, Hati Safi!

Phone: 0743922876, 0773641455, 0732682593,  
Email: ardhisasa@ardhi.go.ke,  
Website: ardhisasa.lands.go.ke

## Recipient

RUGURU/KIAMARIGA/1223

## PAYMENT RECEIPT

Receipt No.: JA3E4UUVL9  
Date of Payment: Oct 27,  
2023  
Date printed: Oct 27, 2023

No.	Invoice No.	Payment Description	Amount
1	JA3E4UUVL9	Stamp Duty Fee	Ksh. 20,050.00
<b>Total Amount:</b>			Ksh. 20,050.00
<b>Total Paid:</b>			Ksh. 20,050.00
<b>Balance:</b>			Ksh. 0.00

Disclaimer: This receipt is system generated and valid. You may confirm validity of this invoice on the Ardhisasa portal.

*Handwritten signature*  
Ardhisasa  
C/O CSO  
C/FU



**Assets Recovery Agency v Gachagua & another; Rafiki Microfinance Bank Ltd  
(Interested Party) (Anti-Corruption and Economic Crimes Civil Suit E020 of 2020)  
[2022] KEHC 12557 (KLR) (Anti-Corruption and Economic Crimes) (28 July 2022) (Judgment)**

Neutral citation: [2022] KEHC 12557 (KLR)

**REPUBLIC OF KENYA  
IN THE HIGH COURT AT NAIROBI (MILIMANI COMMERCIAL COURTS)  
ANTI-CORRUPTION AND ECONOMIC CRIMES  
ANTI-CORRUPTION AND ECONOMIC CRIMES CIVIL SUIT E020 OF 2020  
EN MAINA, J  
JULY 28, 2022**

**BETWEEN**

**ASSETS RECOVERY AGENCY ..... APPLICANT**

**AND**

**RIGATHI GACHAGUA ..... 1<sup>ST</sup> RESPONDENT**

**ANNE KIMEMIA T/A JENNE ENTERPRISES LTD ..... 2<sup>ND</sup> RESPONDENT**

**AND**

**RAFIKI MICROFINANCE BANK LTD ..... INTERESTED PARTY**

**JUDGMENT**

1. By its Originating Motion dated October 7, 2020, the Assets Recovery Agency seeks the following orders against the Respondents:

- i. Spent
- ii. That this Honourable Court be pleased to issue an order declaring that the following funds are proceeds of crime and therefore liable for forfeiture to the State:
  - a) Kshs. 165,000,000 held in account number XXX at Rafiki Micro Finance Bank in the name of Rigathi Gachagua.
  - b) Kshs. 35,000,000 held in account number XXX at Rafiki Micro Finance Bank in the name of Rigathi Gachagua.



[kenyalaw.org/caselaw/cases/view/240111/](https://kenyalaw.org/caselaw/cases/view/240111/)

**61**

- c) Kshs. 773,228.33 held in account number XXX at Rafiki Micro Finance Bank in the name of Rigathi Gachagua.
- d) Kshs. 1,138,142.95 held in account number XXXX at Rafiki Micro Finance Bank in the name of Jenne Enterprises.
- iii. That this Honourable Court be pleased to issue an order that the above funds be forfeited to the Government of Kenya and transferred to the Assets Recovery Agency.
- iv. That this Court do make any other ancillary orders it considers appropriate to facilitate the transfer of the property forfeited to the Government.
- v. That costs be provided for."

2. The application which is brought under Sections 81, 90 and 92 of the Proceeds of Crime and Anti-Money Laundering Act and Order 51 Rule 1 of the Civil Procedure Rules is supported by the affidavit sworn by an Investigating Officer, attached to the Assets Recovery Agency, S/SGT Fredrick Musyoki, on October 7, 2020, and his Further Affidavits sworn on March 8, 2021, September 6, 2021, May 17, 2022 and July 7, 2022. The application is premised on the following grounds:

- i. That the Applicant is the Assets Recovery Agency established under Section 53 of the Proceeds of Crime and Anti-Money Laundering Act (POCAMLA) as a body corporate with the mandate of identifying, tracing, freezing and recovering assets which are acquired from or are the profits or benefits of proceeds of crime.
- ii. That part VIII of POCAMLA sets out the procedure for Civil Forfeiture.
- iii. That pursuant to Part VIII of POCAMLA, Sections 81-89 of POCAMLA, the Agency is authorized to institute Civil Forfeiture proceedings and seek orders prohibiting any person, subject to such conditions as the Court may specify, from dealing in any manner with any property if there are reasonable grounds to believe that such property is a proceed of crime or acquired from or is the profits or benefits of proceeds of crime.
- iv. That under section 90 of POCAMLA, where a preservation order is in force, the Agency may apply to the High Court for an order of forfeiture to the Government all or any of the property that is subject to the preservation order.
- v. That the 1<sup>st</sup> Respondent is adult of sound mind and Member of Parliament (MP) for Mathira Constituency within County of Nyeri.
- vi. That the 2<sup>nd</sup> Respondent is a female adult of sound mind trading as Jenne Enterprises Limited, a business entity registered under CPR/523395 on August 13, 2008.
- vii. That on March 30, 2020, the Agency received information into suspected complex money laundering schemes and proceeds of crime involving public funds siphoned from various public entities including the Ministry of Land (Kenya Informal Settlements Programme), State Department for Special Planning, Ministry of Health, Bungoma County Government, Mathira



*[Handwritten signature]*

Constituency Development Fund, Nyeri County Government, the National Irrigation Board among others.

- viii. That pursuant to the information the Agency opened an inquiry file No.14 of 2020 to investigate and subsequently applied for and was issued with warrants to investigate suspect entities and accounts reasonably believed to be owned or associated with the Respondents vide Misc Criminal Applications Numbers 1275, 1340, 1341, 1444, 1447, 1471, 1535, 1703 and 1817 of 2020 dated 20<sup>th</sup>, 28<sup>th</sup> May 2020, 12<sup>th</sup>, 16<sup>th</sup>, 22<sup>nd</sup> June 2020, 6<sup>th</sup> and July 13, 2020.
- ix. That investigations established that the Respondents were involved in a suspected complex scheme of money laundering involving several companies, which initially received funds from National Government Ministries and State Agencies and later transferred the funds to companies/business entities associated with the 1<sup>st</sup> Respondent and subsequently transferred the funds to the 1<sup>st</sup> Respondents personal accounts specified in this application.
- x. That investigations established that on diverse dates between 2013 and 2020 the 1<sup>st</sup> Respondent's personal account numbers XXX, XXXX and XXXX conducted a series of huge suspicious debit transactions amounting to Kenya Shillings 7, 330, 011, 256.8 and total credit of Kenya Shillings 12, 530, 784, 485 reasonably suspected to have been acquired from proceeds of crime or are the profits or benefits of proceeds of crime.
- xi. That within the said period, account No. XXXX at Rafiki Micro Finance Bank in the name of the 1<sup>st</sup> Respondent, Rigathi Gachagua, operated as a collection account conducted several suspicious transactions and received suspect funds from the companies/business entities which had received huge suspicious payments from National Government Ministries, Agencies and County Governments.
- xii. That within the said period there were massive suspicious cash withdrawals, transfers, inter and intra bank transfers from other accounts to the accounts under investigations and other bank accounts owned by the 1<sup>st</sup> Respondent in suspicious complex money laundering schemes.
- xiii. That part of the suspect funds received from the National Government Ministries, Agencies and the County Governments were later transferred to account numbers XXX and account number XXXX which are fixed deposit accounts in the name of the 1<sup>st</sup> Respondent with a total of Kshs. 200,000,000 at Rafiki Micro Finance Bank.
- xiv. That there are reasonable grounds to be believe that the accounts are holding funds reasonably suspected to be Proceeds of crime or acquired from or are the profits or benefits of proceeds of crime and are used as conduits of money laundering contrary to Sections 3,4, 7 and 16 of Proceeds of Crime and Anti-Money Laundering Act 2009.
- xv. That it is in the interest of justice that forfeiture orders do issue forfeiting the funds specified above to the Applicant.



- xvi. That unless this Honourable court grants the orders sought, Respondents shall illegitimately enjoy the economic advantage derived from the commission of crimes and acquisition of proceeds of crime or profits and benefits of crime contrary to the provisions of the Proceeds of Crime and Anti-Money Laundering Act and the general public interest.
- xvii. That the greater Public interest outweighs private rights of the Respondents.
- xviii. That it is in the public interest that the orders sought are granted and the suspect funds in the aforementioned accounts be forfeited to the Applicant on behalf of the State.
- xix. And any other ground that may adduced during the hearing of the application.”

**Applicant’s Case**

- 3. S/SGT Fredrick Musyoki deposes that he is a police officer attached to the Assets Recovery Agency which is a body corporate established under Section 53 of the Proceeds of Crime and Anti-Money Laundering Act and which has the mandate to identify, trace, freeze and recover proceeds of crime. Pursuant to Part VIII of the Act, the Assets Recovery Agency is authorized to institute civil proceedings and seek forfeiture orders where there are reasonable grounds to believe that assets in question are proceeds of crime.
- 4. S/SGT Fredrick Musyoki continues in regard to this case that on March 30, 2020, the Director of the Assets Recovery Agency received information on a suspected case of money laundering and conversion of proceeds of crime involving public funds, from different National Government ministries and entities including the Ministry of Land (Kenya Informal Settlements Programme), State Department for Special Planning, Ministry of Health, the National Irrigation Board and Mathira Constituency Development Fund and several County Governments including the County Government of Bungoma, the County Government of Nyeri and the County Government of Kwale.
- 5. Consequently, the deponent was assigned the task of investigating the case and opened an inquiry file No.14 of 2020 to investigate the bank accounts of the Respondents, to identify and trace any assets acquired from proceeds of crime or that are the profits or benefits of proceeds of crime owned by the Respondents. For this purpose, the Agency filed an application for search and seizure warrants under Sections 118, 118A, 119 and 121(1) of the Criminal Procedure Code and Section 180 of the Evidence Act under the policing powers granted to the Assets Recovery Agency vide Section 53A (5) which orders were granted in the Chief Magistrates in Misc. Criminal Applications Nos. 1275, 1340, 1341, 1444, 1447, 1471, 1535, 1703 and 1817 /2020 dated 20<sup>th</sup>, May 28, 2020, 12<sup>th</sup>, 16<sup>th</sup> June 22, 2020, 6<sup>th</sup> and July 13, 2020.
- 6. The Agency then obtained bank statements of bank accounts listed below belonging to the Respondents, various entities owned or associated with them and their proxies and entities which it deems were used by them as a façade:
  - “i. Bank account number XXXX, No.XXXX, No.XXXX in the name of Rigathi Gachagua held at Rafiki Micro Finance Bank.
  - ii. Bank account Number XXXX and XXXX in the name of Wamunyoro Investments Limited held at Rafiki Micro Finance Bank.



- iii. Bank account number XXX in the name of Jenne Enterprises held at Rafiki Micro Finance Bank.
- iv. Bank account number XXX in the name of Encarta Diagnostics Ltd held at Rafiki Micro Finance Bank.
- v. Bank account number XXXX in the name of Technical supplies and services limited held at Rafiki Micro finance Bank.
- vi. Bank account number XXXXX in the name of Crystal Kenya Limited held at Rafiki Micro Finance Limited.
- vii. Bank account number XXXXX in the name of Machine Centre Limited held at Sidian Bank Limited.
- viii. Any bank account in the name of William Wahome Mwangi holder of Identity Card number XXXXX held at Sidian Bank limited.
- ix. Any bank account in the name of Beth Wachera Wachuga holder of Identity Card number XXXX held at Sidian Bank Limited.
- x. Bank account number XXXX in the name of Machine Centre Limited held at Rafiki Mirco-finance Bank.
- xi. Bank account number XXXX in the name of Specific supplies limited held at Rafiki Micro-finance bank.
- xii. Bank account number XXXX in the name of Wamunyoru Investment Limited and Machine Centre Limited held at Equity Bank Limited.
- xiii. Bank account number XXXXX in the name of Machine Centre Limited held at Equity Bank Limited.
- xiv. Bank account number XXXX in the name of Skytop Agencies held at Equity Bank Limited.
- xv. Bank account number XXX in the name of Mwangi Kiunjuri held at Equity Bank Limited.
- xvi. Bank account number XXXX in the name of Wamunyoru Investment limited held at Equity Bank Limited.
- xvii. Bank account number XXX in the name of Petlico Agencies Company Limited held at Equity Bank limited.
- xviii. Bank account number XXX in the name of Karandi Farm Limited held at Equity Bank Limited.
- xix. Bank account number XXX in the name of Riang International Group Limited held at Equity Bank Limited.
- xx. Bank account numbers XXXX and XXXX in the name of Beth Wachera Wachuga held at Equity Bank Limited.
- xxi. Bank account number XXXX and XXX in the name of Specific Supplies limited held at Equity Bank Limited.



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- xxii. Bank account number XXXX in the name of Triple Eight Construction Limited held at Equity Bank Limited.
- xxiii. Bank account number XXXX in the name of Crystal Kenya limited held at Equity Bank Limited.
- xxiv. Bank account numbers XXXX and XXXX in the name of Calvary Creed International limited held at Equity Bank Limited.
- xxv. Bank account number XXXX in the name of Technical Supplies and Services limited held at Equity Bank Limited.
- xxvi. Bank account number XXXX in the name of Biovet Kenya Limited held at Equity Bank Limited.
- xxvii. Bank account number XXXX in the name of Pioneer Medical (K) limited held at Equity Bank Limited.
- xxviii. Bank account number XXXX in the name of Ridor Furniture Mart limited held at Equity Bank Limited.
- xxix. Bank account number XXXX in the name of Biocare Supplies held at Equity Bank Limited.
- xxx. Bank account number XXXX in the name of Wamunyoro Investment limited held at Paramount Bank Limited.
- xxxi. Bank account number XXXX in the name of Encartar Diagnostic limited held at Co-operative Bank Kenya Limited.
- xxxii. Bank account number XXXX in the name of Mukeni Wahome held at Equity Bank Limited.
- xxxiii. Bank account number XXXX and XXX in the name of William Wahome Mwangi held at Equity Bank limited.
- xxxiv. Bank account number XXX in the name of Skytop Agencies held at Equity bank Limited.
- xxxv. Bank account number XXX in the name of Wamunyoro Investment limited at Cooperative bank.
- xxxvi. Bank account number XXXX in the name of Elizabeth Wachera held at Family Bank.
- xxxvii. Bank account number XXXX in the name of Wamunyoro Machine Centre held at Kenya Commercial Bank.
- xxxviii. Bank account number XXXX in the name of Institute of Applied Technology held at Family Bank.
- xxxix. Bank account number XXXX and XXX in the name of Rapid Medical Supplies limited held at Rafiki Micro finance bank.”



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7. Further to the 39 bank accounts enumerated above, investigations revealed that the Respondents also opened with the Interested Party and operated the following bank accounts of interest which the applicant deems to be proceeds of crime:
- i. Account number XXXXX in the name of Rigathi Gachagua held at Rafiki Micro-Finance Bank holding a total of Kenya Shillings 165,000,000/=
  - ii. Account number XXXXX in the name of Rigathi Gachagua held at Rafiki Micro-Finance Bank holding a total of Kenya Shillings 35,000,000/=
  - iii. Account number XXXX in the name of Rigathi Gachagua held at Rafiki Mirco-Finance Bank holding a total of Kenya Shillings 773, 228.33/=
  - iv. Account Number XXXX in the name of Jenne Enterprises held at Rafiki Micro Finance Bank holding a total of Kenya Shillings 1, 138, 142. 95/= reasonably suspected to be proceeds of crime or to have been acquired from or is the profits or benefits of proceeds of crime.
8. The narrative presented by S/SGT Musyoki is that on diverse dates between 2013 and 2020, being a 7-year period, the following 1<sup>st</sup> Respondent's personal bank accounts at Rafiki Micro-finance Limited conducted huge suspicious transactions as tabulated below:

- a. Savings Account number XXXX

TOTAL DEBIT	TOTAL CREDIT	TOTAL BALANCE AS AT 2 <sup>ND</sup> JUNE 2020
5, 831, 898, 125.86	5,832,671,354.19	773, 228.33

- b. Fixed deposit Account number XXXXX

TOTAL DEBIT	TOTAL CREDIT	TOTAL BALANCE AS AT 26 <sup>TH</sup> MAY 2020
792, 931, 356.94	827,931,356.94	35,000,000/=

- c. Fixed deposit Account number XXXX

TOTAL DEBIT	TOTALCREDIT	TOTAL BALANCE AS AT 16 <sup>TH</sup> MAY 2020
705,181,774.00	5,870,181,774.00	165,000,000/=

9. It is deposed that as depicted in the foregoing tabulation, the 1<sup>st</sup> Respondent's personal account numbers XXXX, XXX and XXXX conducted a series of huge suspicious debit transactions amounting to Kenya Shillings 7, 330, 011, 256.8 and total credit of Kenya Shillings 12, 530, 784, 485. As for the 2<sup>nd</sup> Respondent, her bank account no.XXX in the name of Jenne Enterprises held at Rafiki Micro Finance Bank was also a conduit for illicit funds as demonstrated below:



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TOTAL DEBIT	TOTAL CREDIT	TOTAL BALANCE AS AT 28 <sup>TH</sup> MAY 2020
505, 416, 720. 45	506, 554, 863.40	1, 138, 142.95

10. According to S/SGT Musyoki, investigations further established that the 1<sup>st</sup> Respondent is a director/ shareholder in various entities including the following companies and business entities; Wamunyoro Investments Limited, Specific Supplies Limited, Wamunyoro Investments and Machine Cent, Crystal Kenya Limited and Technical Supplies and Services Limited. That the 1<sup>st</sup> Respondent used the said entities to siphon public funds as follows:
  - i. Account number XXXX in the name of Wamunyoro Investments Limited held at Rafiki Micro-Finance Bank.
  - ii. Account number XXXX in the name of specific supplies limited held at Rafiki Micro-Finance Bank.
  - iii. Account Number XXXX in the name of Wamunyoro Investments and Machine Centre held at Rafiki Micro-Finance Bank.
  - iv. Account number XXXX in the name of Crystal Kenya Limited held at Rafiki Micro-Finance Bank
  - v. Account number XXXX in the name of Technical Supplies and Services Limited held at Rafiki Micro-Finance Bank.
  - vi. Account number XXXX in the name Skytop Agencies held at Equity Bank Limited.
  
11. The investigator deposes further that an analysis of the bank statement of account number XXXX owned by the 1<sup>st</sup> Respondent held at Rafiki Microfinance Bank revealed that on May 24, 2013 the account received a suspicious deposit of Kshs. 64,000,000 from account number XXXX owned by the 1<sup>st</sup> Respondent. In turn, bank account number XXXX in the name of the 1<sup>st</sup> Respondent received a total of Kshs. 64,000,000 between 9<sup>th</sup> and May 24, 2013 as follows:-
  - i. On May 9, 2013 the account received an internal transfer of Kshs. 10,000,000
  - ii. On May 13, 2013 the account received an internal transfer of Kshs. 30,000,000
  - iii. On May 24, 2013 the account received Kshs. 24,000,000.
  
12. The deponent avers that the suspicious funds received in account number XXXX as specified above were subsequently transferred into a fixed deposit account number XXXX owned and operated by the 1<sup>st</sup> Respondent so as to conceal and hide the trail and possession of the funds in issue. On 7<sup>th</sup> January 2014, the 1<sup>st</sup> Respondent transferred Kshs 100,000,000 from his account number XXXX to account number XXXX, a fixed deposit account in his name. That the Kshs. 100,000,000 transferred from account number XXXX was received in the said account in two tranches of Kshs. 66,130,749.95 and Kshs. 33,851,540.92 received from Specific Supplies Limited; a company in which the 1<sup>st</sup> Respondent is a director.
  
13. Later on, on July 4, 2014, account number XXXX in the name of Specific Supplies Limited held at Rafiki Microfinance Bank received funds amounting to Kshs. 64, 990,000 in two tranches of Kshs 12,750,000 and Kshs 52,240,000 from the Ministry of Lands and Housing. Further, on 8<sup>th</sup>



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July 2014 account number XXXX in the name of the 1<sup>st</sup> Respondent held at Rafiki Micro Finance Bank received Kshs. 65,000,000 transferred from account number XXXX in the name of Specific Supplies Limited also held at Rafiki Microfinance Bank. On 1 June 6, 2015, account number XXX held at Rafiki Microfinance Bank in the name of the 1<sup>st</sup> Respondent received Kshs. 165,000,000 from account number XXXX. Bank account number XXXXX owned by the 1<sup>st</sup> Respondent received Kshs 35,000,000 on June 13, 2015 from bank account number XXXX in the name of Encarta Diagnostics Ltd.

14. With regard to Anne Kimemia trading as Jenne Enterprises, the 2<sup>nd</sup> Respondent, holder of account number XXXX held in Rafiki Microfinance Bank was stated to be an associate of the 1<sup>st</sup> Respondent who acted in concert with him. Analysis of the bank statement number XXXX in the name of Anne Kimemia trading as Jenne Enterprises demonstrated that there were suspicious transactions indicative of a complex money laundering scheme for several years spanning 2015 to 2020. That account number XXXX was operated in collusion with the 1<sup>st</sup> Respondent and his associated business entities namely Wamunyor Investments Limited, Technical Supplies and Services (K) limited, Crystal Kenya Limited in which the 1<sup>st</sup> Respondent is a shareholder and director which entities received funds reasonably suspected to be proceeds of crime. In addition, the 2<sup>nd</sup> Respondent's bank account number 0142020000511 received Kshs. 31,267,500 from Wamunyor Investments Limited, in which the 1<sup>st</sup> Respondent is a director and shareholder.
15. Investigations focusing on the period of interest being May 2013 to March 2020, established that the 1<sup>st</sup> Respondent received suspicious funds from different entities/individuals reasonably suspected to be proceeds of crime through his bank accounts and proxies used as decoys of money laundering as stipulated below;
  - i. Hon. Rigathi Gachagua bank account number XXXX



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Source of suspicious funds	Beneficiary account	Suspicious amount received (Kshs)
Total transfers from Encarta Diagnostics	Rigathi Gachagua	112, 404, 711.00
Total internal transfers to Rigathi Gachagua from Wamunoro Investments and Machine Center	Rigathi Gachagua	7, 500,000.00
Total incoming transfers from Wamunoro Investments Limited	Rigathi Gachagua	51, 511, 780.
Total transfers from Rapid Medical Supplies Limited	Rigathi Gachagua	58, 239, 657.01
Total transfers to Rigathi Gachagua by Specific Supplies Limited	Rigathi Gachagua	103, 551, 540. 92
Total transfers from Jenne Enterprises	Rigathi Gachagua	5, 174, 000.00
Suspicious cash deposits	Rigathi Gachagua	9, 121, 250.00
Total Suspicious Funds Received By Rigathi Gachagua		347, 502, 938.93

16. A pictorial depiction of the manner in which the suspect funds were disbursed and utilized by the 1<sup>st</sup> Respondent is as follows;



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Account name & number	Amount (kshs)
Account number XXXX in the name of Rigathi Gachagua held at Rafiki Micro-Finance Bank.	165,000,000.00
Account number XXX in the name of Rigathi Gachagua held at Rafiki Micro-Finance Bank.	35,000,000.00
Outgoing RTGS Transfers to Dorcas Rigathi Gachagua, spouse to Hon. Rigathi Gachagua	12,950,500.00
Outgoing transfers to Toyota Kenya & Taitan Motolink	9,000,000.00
Cash withdrawals	87,321,955.00
<b>TOTAL</b>	<b>309,272,455.00</b>

17. In the course of investigations, the Agency came across the case of Encartar Diagnostics Limited of Bank Account Number XXX held at Rafiki Micro-Finance Bank. It was established that between the period of 2015 to 2016, Encartar Diagnostics Limited received funds totaling to Kshs. 113,009,913.80 from County Governments of Kwale and Bungoma. In total Kshs. 112,404,711.85 was transferred to the 1<sup>st</sup> Respondent's bank account number XXXX held at Rafiki Microfinance Limited in several transactions. However almost all of the total suspect funds of Kshs. 113,009,913.80 was transferred or delivered to the 1<sup>st</sup> respondent indicative of using the Company owned by one Jimcarter Muriungi as a conduit of scheme of money laundering.
18. According to the Applicant, the 1<sup>st</sup> Respondent invested the subject funds in fixed deposit account numbers XXXX and XXXX in his name held at Rafiki Microfinance Bank so as to disguise and launder it as legitimate assets and to reintegrate it back into the ordinary market. It is the applicant's case that the cash deposits in question were unlawfully acquired hence they are proceeds of crime. The applicant is apprehensive that the 1<sup>st</sup> Respondent being a politically exposed person who falls under Regulation 22 of the *Proceeds of Crime and Anti-Money Laundering Regulations, 2013* could have used his political position to influence the siphoning of public funds using the above entities as a decoy and façade to hide his suspicious transactions and activities. The deponent asserted that there are reasonable grounds to believe that the said accounts received and are holding funds believed to be unlawfully acquired and the impugned accounts were used to execute a complex money laundering scheme in an effort designed to conceal, disguise and hide the nature, source, movement and disposition of the funds.

#### 1<sup>st</sup> Respondent's Case

19. The 1<sup>st</sup> Respondent's narrative was that during the period of interest between 2013 and 2020, he saved a sum of Kshs. 200,000,000 at Rafiki Microfinance Bank which was invested in a fixed deposit account. That upon maturity which occurred quarterly, the 1<sup>st</sup> Respondent would roll over the principal sum and access the interest only. He asserted that the money deposited in the fixed deposit accounts were essential in enabling corporate entities in which the 1<sup>st</sup> Respondent was a shareholder to access bank loans and guarantees on carrying out their business activities.



[kenyalaw.org/caselaw/cases/view/240111/](https://kenyalaw.org/caselaw/cases/view/240111/)

- 20. The 1<sup>st</sup> Respondent explained that each time the money was rolled over, a new entry of the same sum would be entered in the bank statement creating a false impression that the account was holding in excess of Kshs. 12 billion. His explanation was supported by Benjamin Kuria Wangai in an affidavit sworn on behalf of Rafiki Microfinance Bank who observed that the 12 billion was arrived at by the applicant's deponent simply adding three closing balances, credit turnovers and representing the credit to the three accounts to arrive at what he termed a sensational figure.
- 21. The 1<sup>st</sup> Respondent cited Article 40 of the Constitution to submit that he enjoys the right to own property unless it was unlawfully acquired. He contends that the applicant has failed to prove unlawful acquisition hence the property remains protected under the Constitution. According to the 1<sup>st</sup> Respondent, from the definition of "proceeds of crime" under the Proceeds of Crime and Anti-Money Laundering Act, there must be a predicate offence committed before property or economic advantage can be realized as a direct or indirect consequence of it, which the applicants have failed to identify.
- 22. The 1<sup>st</sup> Respondent continues that the applicant, through its Investigating Officer, S/SGT Musyoki has established through investigations that the provenance of the subject funds were public entities such as the Ministry of Lands, State Department for Special Planning, Ministry of Health and various County Governments which begs the question whether monies originating from National and County governments are dirty money in need of laundering. He averred that the said monies paid by National Treasury for goods and services rendered cannot be categorized as proceeds of crime. The 1<sup>st</sup> Respondent placed reliance on the case of The National Director of Public Prosecutions vs Carolus and Others cited in the Namibian case of The Prosecutor General vs New Africa Dimensions & Others POCA 10/2012 in which it was held that a connection must be established between the alleged unlawful activity and the property concerned by way of evidence; that it was derived, received or retained, directly or indirectly in connection with an unlawful activity carried out by any person. The Respondent also cited the case of Director of Assets Recovery; Republic vs Green & Others (2005) EWHC 3168 in which the court observed that in civil proceedings for recovery, the Director must set out matters alleged to constitute the particular kind or kinds of unlawful conduct by or in return for which the property was obtained. That in this case, no known crime has been pointed out.
- 23. The 1<sup>st</sup> respondent dismissed the authorities cited by the Agency as being irrelevant and inapplicable in this case as they relate to situations in which the respondents have been unable to explain the source of their funds or assets subject to forfeiture proceedings. Counsel submitted that in this case, the 1<sup>st</sup> Respondent has explained the source of his funds being from government tenders properly procured and undertaken and that no evidence has been presented to show that a certain tender was not undertaken in accordance with the contract. In support of this assertion, the 1<sup>st</sup> respondent cited the case of Asset Recovery Agency vs Ali Abdi Ibrahim (2020) eKLR in which the Court held as follows:

" 43. ....in order for funds to be transferred from one entity's account, to another's account, the entities must have legitimate businesses from which they obtain the money that they transfer between themselves."

**The 2<sup>nd</sup> Respondent's case**

- 24. In regard to the 2<sup>nd</sup> Respondent the applicant seeks an order declaring that a sum of Kshs.1,138,142.95 held in account No. XXXX at Rafiki Micro Finance Bank in the name of Jenne Enterprises are proceeds of crime and the same ought to be forfeited to the state and transferred to the Applicant. The Applicant contends that the 2<sup>nd</sup> Respondent is an associate of the 1<sup>st</sup> Respondent and is suspected to be involved in a complex web of money laundering in cahoots with the 1<sup>st</sup> Respondent; that an analysis of the 2<sup>nd</sup> Respondent's account revealed that there were suspicious transactions and more particularly



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- that it received money from Wamunoro Investments Ltd Technical Supplies and Services (K) Limited and Crystal Kenya Limited in which the 1<sup>st</sup> Respondent is a shareholder and Director which entities received funds reasonably suspected to be proceeds of crime or were acquired from or are profits or benefits of crime. More particularly that the account received Kshs.31,267,500/= from Wamunoro Investments Limited.
25. It is the 2<sup>nd</sup> Respondent's case however, that the funds are not proceeds of crime but rather proceeds of legitimate and verifiable business carried out by herself as Jenne Enterprises. She disputes that the account received KShs.506,554,863.40 and contends that it received only Kshs.140,399,120.35 for work done. She contends that the account statement has the names of the various government entities which paid the monies. The 2<sup>nd</sup> Respondent avers that Jenne Enterprises gave Wamunoro Investments Limited a loan of Kshs.28,654,500 to fund a tender for the construction of storm water drainage in Embu Town Tender No. MLHUD/KMP/COMP3/EMBU-SWD Phase 1 2014-2015 which had been awarded to a joint venture between Wamunoro Investments and Machine Centre Limited; that Wamunoro repaid Jenne Enterprises Kshs, 31,267,500 as principal and interest; that neither herself nor Jenne Enterprises was involved in any money laundering scheme; that the deponent of the supporting affidavit has not in any case indicated which specific transactions are suspicious and that this court ought to restrict itself to the source of funds in question. The 2<sup>nd</sup> Respondent contends further that the Applicant has not demonstrated that the sum of Kshs.1,138,142.95 are proceeds of crime hence liable to forfeiture.
  26. The depositions of the 2<sup>nd</sup> Respondent find support in the affidavit of Benjamin Kuria Wangai sworn on 26<sup>th</sup> January, 2021 where he deposes that the 2<sup>nd</sup> Respondent's account in the Bank received credits amounting to Kshs.506,580,581.45 (this figure is disputed by the 2<sup>nd</sup> Respondent); that the transactions carried out by the Respondents were not suspicious and none was reported to the Financial Reporting Centre; that the 2<sup>nd</sup> Respondent borrowed a sum of Kshs.30,000,000/- from the bank on 10<sup>th</sup> July, 2015 which was approved and granted and that on 29<sup>th</sup> March, 2017 the bank advanced her a sum of Kshs.20,400,000/-
  27. In a further affidavit sworn on June 30, 2022 the 2<sup>nd</sup> Respondent annexed tender documents in respect to the award to Wamunoro Investments being the notification of Award dated February 5, 2015, a loan application form and bank statements for Account number XXXX. She also alleged to have annexed invoices and LPO as AK 2 but the same is not annexed. She contends that the value of the tender documents, invoices and bank statement are tallying which goes to prove the source of funds and the work they were meant for. It is her further contention, that she runs a legitimate business as is evidenced by the search certificate (not annexed); that she earns money legitimately and is a law abiding citizen who pays her taxes and the funds are not proceeds of crime.
  28. In her submissions dated January 12, 2022, the 2<sup>nd</sup> Respondent reiterates the aforesaid narrative and avers that the loan advanced to Wamunoro Investments was a bank loan from Rafiki Microfinance Limited hence it cannot be said to be dirty money. She admitted that she would not know the source of the Kshs. 31,267,500 from Wamunoro Limited but was categorical that it was a repayment of monies owed. To support her case, the 2<sup>nd</sup> Respondent cited the case of *Assets Recovery Agency vs Lillian Wanja Muthoni t/a Sabara Consultants & 5 Others* (2020)eKLR in which it was held that money and assets can be traced to specific sources; hers being monies lent to fund legitimate business and duly repaid.
  29. The 2<sup>nd</sup> Respondent also placed reliance on the cases of The National Director of Public Prosecutions vs Carolus & Others cited in the Namibian case of The Prosecutor General vs New Africa Dimensions & Others (supra); Director of Assets Recovery and Others, Republic vs Green and Others (supra) and *Assets Recovery Agency vs Ali Abdi Ibrahim* (supra) also cited by the 1<sup>st</sup> Respondent on establishment



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of a connection or link between the subject funds and the alleged unlawful activity; and in her assertion that a predicate offence must be identified.

- 30. In response to the applicant’s claim that the 2<sup>nd</sup> respondent did not file minutes and board of director’s resolutions for the period of 2013 to 2020, it is submitted that the 2<sup>nd</sup> Respondent is a business name registered under the Business Names Act hence this requirement is not applicable to it. On the question whether the bank transfers were suspicious transactions, the 2<sup>nd</sup> Respondent associated herself with Mr. Benjamin Kuria Wangai’s deposition in his affidavit that the same were regular and above board which she claimed could not be locked out simply because neither himself nor the bank was a party to the proceedings at the time. That the court in Assets Recovery Agency vs Pamela Aboo: Ethics & Anti-Corruption Commission (Interested Party) (supra) confirmed that a Respondent can call third parties to support his/her case through affidavit evidence. She concludes that the Applicant makes baseless allegations of suspicious transactions without an iota of evidence which ought to be disregarded.
- 31. As reflected in the Court record, on June 14, 2022 this court granted the 2<sup>nd</sup> Respondent leave to file and serve additional documents as prayed in her Notice of Motion dated 3<sup>rd</sup> June, 2022. Her Advocate also made an application for highlighting of their submissions. However, no additional documents were filed and neither did Counsel attend Court for highlighting of submissions despite being allocated a date to do so.
- 32. Further, Rafiki Microfinance Bank Limited sought and obtained leave to be enjoined to these proceedings as an interested party. That leave is contained in a ruling of this court dated March 31, 2022. Pursuant to that leave the interested party filed a Notice of Objection dated 12<sup>th</sup> April, 2022. The same was filed under Sections 83(3), 90(4) and 91(5) of the Proceeds of Crime and Anti-Money Laundering Act No. 9 of 2009. It objects to the making of a forfeiture order with respect to the funds held by it on behalf of the 1<sup>st</sup> and 2<sup>nd</sup> Respondents on grounds that the objector holds enforceable legal and equitable rights over the said funds by way of a security over various credit facilities advanced to 3<sup>rd</sup> parties hence the funds cannot be forfeited to the state on account that they are allegedly proceeds of crime without sufficient protection of the objector. The above ground forms the gist of the Interested Party’s case and is reiterated in the replying affidavit sworn on 12<sup>th</sup> April 2022 by Richard Murage the Head of Special Assets and Debt Recovery Unit at the Bank and further affidavit sworn by the same person on June 2, 2022. The deponent has annexed various documents in support of the Interested Party’s case. This court also received the written submissions of the interested party’s submissions dated June 8, 2022.
- 33. The issues for determination are: -
  - i. Whether the funds in the 1<sup>st</sup> and 2<sup>nd</sup> Respondent’s accounts the subject of these proceedings are liable to forfeiture to the State.
  - ii. Whether the interested party has demonstrated that the said funds are not proceeds of crime and that it has a legal lien over the funds on account of credit facilities advanced to 3<sup>rd</sup> parties.”
- 34. I have carefully considered the Originating Motion, the grounds thereof, the affidavit evidence adduced by the parties, the rival submissions and the law. Section 92(1) of the Proceeds of Crime and Anti-Money Laundering Act enjoins this court to make a forfeiture order where it finds on a balance of probabilities that the property concerned is proceeds of crime or has been used or is intended for use in the commission of an offence. The Section states:-

“ 92. Making of forfeiture order



- (1) The High Court shall, subject to Section 94, make an order applied for under Section 90(1) if it finds on a balance of probabilities that the property concerned—
  - (a) has been used or is intended for use in the commission of an offence;
  - or
  - (b) is proceeds of crime.”

35. The forfeiture order is made subject to Section 94 which states:-

“ 94. Exclusion of interests in property

- (1) The High Court may, on application—
  - (a) under section 90(3); or
  - (b) by a person referred to in section 91(1), and when it makes a forfeiture order, make an order excluding certain interests in property which is subject to the order, from the operation thereof.
- (2) The High Court may make an order under subsection (1) in relation to the forfeiture of the proceeds of crime if it finds, on a balance of probabilities, that the applicant for the order—
  - a. has acquired the interest concerned legally and for a consideration, the value of which is not significantly less than the value of that interest; and
  - b) where the applicant had acquired the interest concerned after the commencement of this Act, that such person neither knew nor had reasonable grounds to suspect that the property in which the interest is held is the proceeds of crime.
- (3) The High Court may make an order under subsection (1), in relation to the forfeiture of property which has been used or is intended for use in the commission of an offence, if it finds, on a balance of probabilities, that the applicant for the order had acquired the interest concerned legally and—
  - a) neither knew nor had reasonable grounds to suspect that the property in which the interest is held has been used or is intended for use in the commission of an offence; or
  - b) where the offence concerned had occurred before the commencement of this Act, the applicant has since the commencement of this Act taken all reasonable steps to prevent the use of the property



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concerned in connection with the commission of an offence.

- (4) If an applicant for an order under subsection (1) adduces evidence to show that he did not know or did not have reasonable grounds to suspect that the property in which the interest is held is tainted property, the Agency Director may submit a return of the service on the applicant of a notice issued under section 90(3) in rebuttal of that evidence in respect of the period since the date of such service.
- (5) Where the Agency Director submits a return of the service on the applicant under subsection (4), the applicant shall, in addition to the facts referred to in subsections (2)(a) and (b), also prove on a balance of probabilities that, since such service, he has taken all reasonable steps to prevent the further use of the property concerned in the commission of an offence.
- (6) The High Court making an order for the exclusion of an interest in property under subsection (1) may, in the interest of the administration of justice or in the public interest, make that order upon the conditions that the High Court deems appropriate, including a condition requiring the person who applied for the exclusion to take all reasonable steps, within a period that the High Court may determine, to prevent the future use of the property in connection with the commission of an offence.”

36. A person such as the interested party in this case under Section 90(4) of the Proceeds of Crime and Anti-Money Laundering Act may also oppose the making of the forfeiture order; or apply for an order:

- (i) Excluding his interest in that property from the operation of the order; or
- (ii) Varying the operation of the order in respect of that property and may adduce evidence at the hearing of the application.

37. Whereas the burden of proof lies upon the Applicant to prove its case against the Respondents on a balance of probabilities it is trite that the Applicant needs only to discharge that legal burden whereupon the evidential burden shifts to the Respondent to prove how they lawfully came into possession of the impugned assets. See the case of Assets Recovery Agency v Fisher Rohan and Miller Delores, Supreme Court of Jamaica, Claim No. 2007 HCV 003259 in which the court observed that:

“.....Even though these proceedings are quasi Criminal in nature there is an evidential burden of proof on the Defendant. It is incumbent on them to demonstrate evidentially how they lawfully came into possession of the assets seized. ...”

38. The above case was cited with approval in Assets Recovery Agency v Pamela Aboo: EACC Interested Party [2018] eKLR where the court faced with a similar set of facts pronounced itself thus:-

“61. Where the person against whom allegations have been made does not give a satisfactory explanation to rebut the allegations, it means what has been presented is not challenged. In this case there is no explanation of the source of the huge deposits into the Respondent’s accounts. Even a glance at the



*Antuseh*

cash deposits made at Donholm branch of Equity Bank would call for an explanation by the Respondent as to who was making the deposits and for what purpose.

62. The moment the Applicant established through the bank statements that there were huge cash deposits, the burden shifted to the Respondent to explain the source. A lot has been said about the Respondent's husband by both parties but this court is not using that information against the Respondent. The Respondent had a clear duty to explain the source or sources of these huge deposits into her account which she has failed to do."

39. In this case I am satisfied that Assets Recovery Agency/Applicant has discharged the legal burden on a balance of probabilities. It has proved and it is indeed admitted that the funds in the 1<sup>st</sup> and 2<sup>nd</sup> Respondent's impugned accounts were derived from government ministries and entities. It has demonstrated through affidavit evidence that the funds were moved to the bank accounts belonging to the 1<sup>st</sup> Respondent by entities which claim to have done business with the government. It was therefore incumbent upon the 1<sup>st</sup> and 2<sup>nd</sup> Respondent to prove that the funds were transferred into their accounts lawfully. I have very carefully considered the evidence placed before this court by the 1<sup>st</sup> Respondent and my finding is that he has not discharged that evidential burden. There is no evidence at all that he supplied any goods or rendered any services to support such payment. Indeed one of the entities Encarta has disputed that the 1<sup>st</sup> Respondent paid it any amount of money even though it is the one that rendered the services to Bungoma County Government. The 1<sup>st</sup> Respondent did not tender any evidence to prove that it was awarded any tenders by the ministries and State agencies from which he received the funds save for one which was exhibited by the 2<sup>nd</sup> Respondent in her further affidavit dated February 5, 2015. Even then there is no evidence that that contract was performed. All we have is a letter from a permanent secretary indicating that the tender had been won by Wamunyoro Investment Limited and Machine Centre limited. There is no evidence that the contract documents referred to in that Notification of Award was ever executed and whether indeed there was performance of the contract. It is also instructive that the funds in issue are funds held in three different account in the names of the 1<sup>st</sup> Respondent and not the Kshs. 200,000,000 which he alleges he deposited in fixed account. Accordingly, I find that in the absence of evidence that these funds were acquired lawfully the same are proceeds of crime – a complex scheme of money laundering – which are liable to forfeiture to the State.

40. My finding also applied to the sum of Kshs.1,138,142.95 held in the 2<sup>nd</sup> Respondent's account NO.XXXX held in the name of Jenne enterprises. Whereas the 2<sup>nd</sup> Respondent alleges to have received money which she had loaned to the 1<sup>st</sup> Respondent's company Wamunyoro that sum was Kshs.28,000,000 and indeed she had first obtained a loan of Kshs.30,000,000/-. However, she has not given any explanation in regard to this sum of Kshs.1,138,142.95 which she received from the 1<sup>st</sup> Respondent's company after it received the same from a government entity for which he did not render any services or supply goods. Again the letter dated February 9, 2015 which the 2<sup>nd</sup> Respondent relies upon as prove of a tender awarded to the 1<sup>st</sup> Respondent's company does not demonstrate that there was indeed a contract between the two companies and the ministry. Nothing was adduced to prove that a contract was executed and that the same was performed. I am satisfied that the 2<sup>nd</sup> Respondent's account was merely being used to launder money unlawfully acquired from the government entities. That money is liable for forfeiture to the State.



**Issue No. (ii) Whether the Interested Party has demonstrated that the said funds are not proceeds of crime and that it has a legal lien over the funds on account of credit facilities advanced to 3<sup>rd</sup> parties.**

41. On this issue it is my finding that the interested party has not proved that it has any interest in the funds sought to be forfeited. Clearly its interest would be in the fixed deposit of Kshs. 200,000,000 which was used by the 1<sup>st</sup> Respondent to guarantee the various entities evidenced by its documents but not the funds in these three accounts. Accordingly, its claim fails.
42. In the upshot the Originating Motion is granted in terms of prayers 2, 3 and 4 as follows:
- i. That a declaration is hereby issued that the following funds are proceeds of crime and therefore liable for forfeiture to the State:
    - a) Kshs. 165,000,000 held in account number XXXX at Rafiki Micro Finance Bank in the name of Rigathi Gachagua.
    - b) Kshs. 35,000,000 held in account number XXXX at Rafiki Micro Finance Bank in the name of Rigathi Gachagua.
    - c) Kshs. 773,228.33 held in account number XXX at Rafiki Micro Finance Bank in the name of Rigathi Gachagua.
    - d) Kshs. 1,138,142.95 held in account number XXXX at Rafiki Micro Finance Bank in the name of Jenne Enterprises
  - ii. That an order is hereby issued that the above funds be forfeited to the Government of Kenya and be transferred to the Assets Recovery Agency.
43. Costs follow the event and accordingly the costs of the

**DATED, SIGNED AND DELIVERED VIRTUALLY THIS 28<sup>TH</sup> DAY OF JULY, 2022.**

**E N MAINA**

**JUDGE**





Dr. Kanga  
Director General - Acting  
Kenya Wildlife Services

17<sup>th</sup> April 2023

**Treetops Lodge Debt and Lease Renewal**

Aberdare Safari Hotels [ASH] continues to be fully committed to settling the Kes 35.5m Rent Debt and restarting Operations for the mutual benefit of all Stakeholders.

I refer to:

1. ASH Letter to KWS on email dated 15<sup>th</sup> October 2022 [Attachment 1]
2. ASH / KWS physical meeting of 21<sup>st</sup> October 2022 at KWS Director General Office
3. ASH Letter to KWS on email dated 25<sup>th</sup> October 2022 [Attachment 2]
4. ASH Shareholder Wagemu Limited Letter to KWS on email dated 1<sup>st</sup> Feb 2023 [Attachment 3]
5. ASH Shareholder Wagemu Land Sale Agreement attached to Letter above [Attachment 4]
6. ASH / KWS Deed of Settlement Agreement effective 1<sup>st</sup> November 2022
7. KWS correspondences regarding Treetops Lease Breach, Notices etc.

We kindly request a meeting on either 25<sup>th</sup> or 26<sup>th</sup> April to meet you and further discuss -  
a) ASH Debt Payment Plans  
b) ASH / KWS Treetops Lease Renewal terms

The urgency of (b) above is that the current Treetops 27-year Lease expires 31<sup>st</sup> July 2023 hence ASH is unable to firm up Investment plans. We believe the Debt payment and Lease Renewal discussion should ideally be done in parallel.

ASH has been a KWS Tenant for forty-five (45) years and has made substantial investments to KWS properties over the years including Kes 150m in 2012 Treetops refurbishment and in 1987 ASH built new 30 Room Shimba Lodge in Shimba Hills National Reserve.

We look forward to your confirmation of the possible meeting day/time. Kindly propose 2-3 alternatives

Best regards,

Ken Walbochi  
Managing Director  
Aberdare Safari Hotels

cc; Edwin Wanyonyi - KWS Director Partnerships & Enterprise  
Bob Gethenji - ASH Chairman



Our Ref : KWS.114  
Your Ref : TBA

4<sup>th</sup> May, 2023

The Managing Director  
Aberdare Safari Hotels Limited  
P.O. Box. 24  
**NYERI.**



Dear Sir,

**RE: RENT ARREARS IN BREACH OF LEASE AGREEMENT DATED 31<sup>ST</sup> DECEMBER, 1998 WITH RESPECT TO TREETOP GAME LODGE AND ANCILLARY SERVICES CONSTRUCTED ON ALL THAT PARCEL OF LAND MEASURING 10.964 ACRES (*Herein referred as "the Lodge Site"*)**

Refer to the above matter, Lease and Deed of Settlement Agreements dated 31<sup>st</sup> December, 1998 and 1<sup>st</sup> November, 2022 respectively, previous correspondence between parties and your letter dated 17<sup>th</sup> April 2023.

Despite the ample time we have accorded you and the previous meetings between parties, you have made no attempts to settle the rent arrears of **Kshs. 35,481,548.00**. We regret that we are not amenable to any further discussions or negotiations with yourselves.

Kindly note that we are commencing legal action for recovery of the said rent arrears and seek orders of forfeiture against yourselves at your risk as to incidental costs and other consequences.

Be advised accordingly.

Yours Sincerely,

**Dr. Erustus Kanga, HSC  
AG. DIRECTOR GENERAL**

**KW** | **KISILU, WANDATI**  
**CO. ADVOCATES**  
**Commissioners for Oaths & Notaries Public**

**Partners**  
Amos Kisilu  
George Wandati

**Associates**  
Purity Kioko  
Wanjiru Mwaniki  
Priscah Mwinzi  
Ivytez Nyambura

YOUR REF:

OUR REF:

DATE:

TBA

KWC/LIT-033-2023-07

23<sup>rd</sup> May, 2023

Director General  
Kenya Wildlife Services  
KWS Headquarters  
P.O. Box 40241 – 00100  
**NAIROBI**

“By Hand Delivery”



Dear Sir,

**RE: PROPOSED ASSIGNMENT OF LEASE RELATING TO ALL THAT PROPERTY MEASURING APPROXIMATELY 10.964 ACRES AND KNOWN AS “TREETOPS HOTEL” EXCISED FROM ABERDARE NATIONAL PARK.**

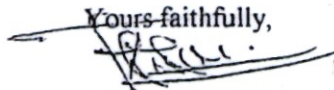
We act for a Party (our “Client”) who is interested in taking on an assignment of lease of the Treetops Hotel/ Lodge as defined in the Lease Agreement dated 31<sup>st</sup> December, 1998 between yourselves and Aberdare Safari Hotels Limited (the “Lease”).

To enable our Client conclude on the commercial terms relating to the contemplated transaction, please confirm the following: -

1. Whether you would be agreeable to the contemplated assignment of the Lease;
2. Whether Aberdare Safari Hotels Limited (the “Tenant”) is up to date with payment of rent and its other obligations under the Lease or any other subsisting instrument;
3. Whether there is any other instrument regulating your relationship with the Tenant save for the Lease;
4. Whether there exists any circumstances or conditions which would adversely prejudice our Client if they were to take on the assignment of the Lease; and
5. Any other matter relating to the Lease or Treetops Hotel/ Lodge which our Client needs to be aware before proceeding with the contemplated transaction.

We look forward to hearing from you.

Yours faithfully,

  
**AMOS KISILU**  
**KISILU, WANDATI & COMPANY ADVOCATES**  
[akisilu@kwc.co.ke](mailto:akisilu@kwc.co.ke)  
AKK/PM/jl

Cc: Client

*Handwritten signature in blue ink*

**Our Ref** : KWS/DG/223/4

**Your Ref** : KWC/LIT-033-2023-07

5<sup>th</sup> June, 2023

Kisilu, Wandati & Company

Advocates

**NAIROBI**

**Attn: Amos Kisilu**

**RE: PROPOSED ASSIGNMENT OF LEASE WITH RESPECT TO TREETOP  
GAME LODGE AND ANCILLARY SERVICES CONSTRUCTED ON ALL  
THAT PARCEL OF LAND MEASURING 10.964 ACRES (*Herein  
referred as "the Lodge Site"*)**

Refer to the above matter and your letter of 23<sup>rd</sup> May, 2023 contents which we have noted.

We confirm that there is indeed a Lease between Aberdare Safari Hotels Limited (*herein referred to as "The Tenant"*) and ourselves in respect to Treetops Lodge situate on all that parcel of land measuring 10.964 acres (*herein referred as "the lodge site"*). However, the Tenant is in rent arrears of Kshs. **Kshs. 35,481,548.00** and lodge has not been operational since 2019 which has resulted to deterioration of the same in breach of the Lease Agreement.

We have attempted to amicably settle the matter and even gotten into a Deed of Settlement for the said rent arrears but the Tenant has breached the same.

In the circumstances, we intend to commence legal action for recovery of the outstanding rent arrears and seek orders for forfeiture and eviction of the Tenant on or before 1<sup>st</sup> of August, 2023.

The above notwithstanding, we are amenable to an assignment of the said lease to your Client on the following condition that you agree to take up all the rights, obligations and liabilities under the lease agreement.

We shall be grateful for your prompt response noting that the **Lease is expiring on 31<sup>st</sup> July, 2023** and we intend to file a suit on or before 1<sup>st</sup> August, 2023 so as not to be locked out on limitation as per the law.

to your letter Ref: TRA.HQ/1/3 dated 22nd July 2024 on the above subject. Kenya Wildlife Service routinely collects visitor data categorized by Non-Residents, Residents, and Citizens. The enclosed report provides comprehensive tourism performance

*Handwritten signature*



...-168

7<sup>th</sup> July 2023

Dr. Kanga  
Director General - Acting  
Kenya Wildlife Services

### Treetops Lodge Debt and Lease

I refer to Treetops Rent Arrears Debt of Kes 35,481,548.14 and I am pleased to inform you that Aberdare Safari Hotels (ASH) has today paid via RTGS Bank Transfer the amount Kes 34,869,797.30 to KWS Main Collection Standard Chartered Bank Account and the amount Kes 611,751 to KRA for 2% Withholding Tax. Attached are ASH Absa Bank Remittance Advices and the KRA Payment Slip. Kindly Receipt the cash credit.

We request your formal guidance on Lease options available to ASH including extension, renewal, etc. and the related procedures. Please note that we are also planning for the removal of ASH owned movable Furniture and Equipment (F&E) located at the Treetops Lodge and will separately engage your team on necessary logistics. Kindly respond to the Lease options and F&E removal.

Best regards,

Ken Waibochi  
Managing Director  
Aberdare Safari Hotels

cc; Edwin Wanyonyi - KWS Director Partnerships & Enterprise  
Benta Musimi - KWS Ag Corporation Secretary / Director Legal Services  
Gladys Kosgei - KWS Business Development  
Purity Michael - KWS Accounts  
Bob Gethenji - ASH Chairman  
Herman Kigo - ASH Finance  
Sigee Koech - Hamilton Harrison & Mathews



www.kra.go.ke

(SWIFT/RTGS)

Withholder PIN : P000609898V

Payment Registration Date: 07/07/2023

Name and Address :

Payment Registration Number

ABERDARE SAFARI HOTELS LIMITED

2020230002227430

EURODENT CENTRE, NAIROBI CITY (WEST), Westlands District,  
PO Box:14815,  
Postal Code:00800



**Payment Details**

Tax Obligation	Payment Type	Number of Withholding VAT Transactions Declared	Total Amount to be paid(Ksh)
(0203)VAT-Withholding	SAT	1	611,751

Currency :	Kenyan Shillings (Ksh)
Amount In Words:	Six hundred eleven thousand seven hundred litty-one Kenyan Shillings

**Taxpayer Bank Details**

Bank Name:	ABSA BANK KENYA PLC
Branch Name:	Queensway House Branch
Account No:	0941004598

**Beneficiary Bank Details**

Bank Name:	ABSA BANK KENYA PLC
Account Name:	KRA
Account No:	2031950749
Payment Registration Number:	2020230002227430

**International Transfer Details**

Swift Code:	Not Applicable
Intermediary Bank:	Not Applicable

I/We authorize the bank to transfer the above sum of money for the lawful purpose detailed above.  
Authorized Applicants Name, ID No & Signature

(1).....  
.....  
(2).....

Delivered by: ..... ID

**For Bank use only:**

Bank  
International transfer/ RTGS (Local transfer) – Tick as appropriate

Forex Amount	
Rate	Currency
Ksh. Equivalent	
Commission	
Total	

Call made to	1.	2.
Phone No.		
Date/ Time:		
Done by:	Name:	Signature & Stamp

ACTION	NAME	SIGNATURE	SIGN NO
Input by:			

Verified by:			
Authorized by:			
Routed by:			

*H. H. H.*



Ref: KWS/128

July 10, 2023

Ken Waihochi  
Managing Director  
Aberdare Safari Lodges  
P.O Box 14815  
NAIROBI.

Dear Ken,

ACKNOWLEDGEMENT OF FUNDS.


Reference is made to your letter dated 7<sup>th</sup> July 2023.

We acknowledge receipt of Kes. 35,481,548.30 (Thirty five million, four hundred eighty one thousand, five hundred forty eight cents thirty only), being rent arrears as tabulated below.

DATE	REF	AMOUNT(KES)
10/07/2023	AR 1236823	34,869,797.30
07/07/2023	PRN 2020230002227430	611,751.00
	<b>TOTAL</b>	<b>35,481,548.30</b>

Other issues mentioned in your letter regarding the lease will be addressed by the relevant office.

Yours Faithfully,

  
Peter Mathenge  
Ag Deputy Director-Accounts

Facts.



*Handwritten signature*



OFFICIAL RECEIPT KWS No. OR

P.O. Box 40241 - 00100 NAIROBI KENYA  
TEL: 0726610508/9  
Email: kws@kws.org Website: www.kws.org

AR  
1236823

STATION HQ DATE 10/7 2023

RECEIVED FROM Aberdare Safari Hotels.

KENYA SHILLINGS Thirty four thousand eight hundred

sixty nine thousand seven hundred ninety seven  
Cents thirty only.

ACCOUNT OF Rent

SHS 34,869,797.00  
ACC NO. Dr. 310011-70

*[Handwritten signature]*

Signature of Officer Receiving Remittance

Cr. 21A 061 -501  
CASH/CHEQUE No. 97

*[Handwritten signature]*

DATED THE 29<sup>TH</sup> DAY OF FEBRUARY 2024

KENYA WILDLIFE SERVICE  
(Lessor)

and

ABERDARE SAFARI HOTELS LIMITED  
(Assignor)

and

CRYSTAL KENYA LIMITED  
(Assignee)

---

NOVATION AND ASSIGNMENT OF LEASE AGREEMENT & ADDENDUM TO LEASE  
DATED 31<sup>ST</sup> DECEMBER 1998 AND 27<sup>TH</sup> JULY 2023 RESPECTIVELY

in respect of  
THE TREETOPS LODGE

-situated on-

ALL THAT PARCEL OF LAND MEASURING 10.964 ACRES IN ABERDARE NATIONAL  
PARK

---

**DRAWN BY**  
BENTA MUSIMA, ADVOCATE  
C/O KENYA WILDLIFE SERVICE  
PO Box 40241-00100  
NAIROBI  
Email: [legal@kws.go.ke](mailto:legal@kws.go.ke)



NOVATION AND ASSIGNMENT OF LEASE AND ADDENDUM THERETO

THIS NOVATION AND ASSIGNMENT AGREEMENT (this "Agreement") is made the 29 day of FEBRUARY 2023

PRISCAH MWINZI  
ADVOCATE  
P. O. Box 29294-00100, NAIROBI

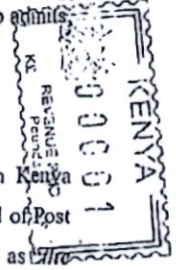
BETWEEN

1. KENYA WILDLIFE SERVICE, a body corporate established under Section 6 of the Wildlife Conservation and Management Act, No. 47 of 2013 the Laws of Kenya of P.O. Box 40241-00100 Nairobi (hereinafter referred to as "the Lessor") which expression shall, where the context so admits include its successors in title and assigns of the one part;



AND

2. ABERDARE SAFARI HOTELS LIMITED a limited liability company incorporated in Kenya under the provisions of the Companies Act Certificate of Incorporation Number C.15857 and of Post Office Box Number 14815-00800, Nairobi in the Republic of Kenya (hereinafter referred to as "the Assignor") which expression where the context so admits includes the Assignor's successors in title and assigns) on the second part;



AND

3. CRYSTAL KENYA LIMITED a limited liability company incorporated in Kenya incorporated in Kenya under the provisions of the Companies Act Certificate of Incorporation Number CPR/2009/4898 and of Post Office Box Number 5620-00506 Nairobi aforesaid (hereinafter called "the Assignee" which expression shall where the context so admits include the Assignee's successors in title and assigns) of the third part.

(The Lessor, the Assignor and the Assignee each hereinafter referred to as a "party" and together referred to as the "Parties").

WHEREAS:

a) The Lessor is the proprietor of all that parcel of land known as Aberdare National Park (hereinafter referred to as the "National Park").

- b) The Lessor by Lease Agreement dated 31<sup>st</sup> December, 1998 (the "Lease Agreement") agreed to lease to the Assignor part of the National Park measuring 10.964 acres together with the game lodge and ancillary services constructed thereon known as Treetops Lodge (herein referred as "the Lodge"), for a period of Twenty-Seven (27) years (the "Lease Term") and before expiry of the lease, extended the Lease Term for a further term of Twenty (20) years by an Addendum to the Lease dated 27<sup>th</sup> July, 2023 (the "Addendum") subject to the terms and conditions specified in the Lease Agreement and the Addendum respectively (copies of which are annexed hereto).
- c) The Assignor has informed the Lessor of its intention to assign its rights and obligations under the Lease Agreement and the Addendum to the Assignee for the remainder of the Lease Term of 20 years from 1st August, 2023 (the "Remainder Lease Term") pursuant to the terms of the Agreement between the Assignor and the Assignee dated 14<sup>th</sup> September 2023, (the "Sale Agreement") and with the consent of the Lessor.
- d) The Parties have agreed to enter into this Novation and Assignment Agreement, and the Lessor has at the request of the Assignor and the Assignee agreed to the rights and obligations of the Assignor under and pursuant to the Lease Agreement and the Addendum being extinguished with effect from the date of this Agreement (hereinafter the "Effective Date") subject to the Assignee agreeing to take over all the rights and obligations of the Assignor under and pursuant to the Lease Agreement and the Addendum with effect from the Effective Date on and subject to the terms and conditions of this Novation and Assignment Agreement.
- e) The Assignor has agreed to assign to the Assignee the Assignor's rights and obligations in the Lease Agreement and the Addendum in respect of the Lodge and the Assignee wishes to assume the Assignor's rights and obligations for the Remainder Lease Term in respect of the Lodge with effect from the Effective Date subject to and in accordance with the terms and conditions of this Novation and Assignment Agreement.
- f) The Lessor has consented to this Novation and Assignment Agreement and confirms that the Assignor has complied with all its obligations under the Lease Agreement and the Addendum as at the Effective Date.



NOW THIS NOVATION AND ASSIGNMENT AGREEMENT IS WITNESSETH as follows:-

1. Where the context so admits, terms and expressions used in this Novation and Assignment Agreement have the same meaning, unless otherwise defined, as terms and expressions defined in the Lease Agreement and the Addendum.
2. In consideration of the Purchase Price as set out in the Sale Agreement, the Assignor with the consent of the Lessor, hereby assigns to the Assignee all of its rights, interest and obligations under the Lease and the Addendum to the Assignee with effect from the Effective Date.
3. The Parties note that there are two (2) sets of Elephant Tusks (making a total of 4 Tusks) situated in the Lodge which formed part of the assets taken over by the Assignor at the time of entry into the Lease. The Elephant Tusks are "Government trophies" as defined in the Wildlife Conservation and Management Act, 2013. The Assignor with the consent of the Lessor hereby assigns to the Assignee all of its rights, interests and obligations with respect to the Certificate of Ownership in respect of the said tusks with effect from the Effective Date. The four elephant tusks situated at the Lodge shall not be transferrable to any other location without the consent of the Lessor.
4. Subject to the existing and continuing terms of this Novation and Assignment Agreement, the Lessor hereby releases and discharges the Assignor from all rights and obligations under the Lease Agreement and the Addendum with effect from the Effective Date and the Assignee hereby agrees with the Lessor to take over all rights and obligations under the Lease Agreement and the Addendum in respect of the Lodge with effect from the Effective Date and the Assignee shall indemnify the Lessor in respect of any costs or damage caused by the Assignee in respect of any breach of its obligations under the Lease Agreement and the Addendum after the Effective Date.
5. All rights and obligations under the Lease Agreement and the Addendum between the Lessor and the Assignor shall be extinguished on the Effective Date with regard to the Lodge but without prejudice to any claims and demands whatsoever which the Assignee may have against the Lessor or which the Lessor may have against the Assignor under the Lease and the Addendum arising prior to the Effective Date.
6. In substitution for the extinguished rights and obligations referred to in Clause 5 above and in consideration thereof, the Lessor and the Assignee hereby create as of the Effective Date new rights and obligations between themselves identical to those in the Lease Agreement and the Addendum for the Remainder Lease Term and any other terms and conditions agreed in writing between the



Lessor and the Assignee as a condition to the Lessor consenting to and entering into this Novation and Assignment Agreement;

7. In consideration of the mutual extinguishment of the rights and obligations referred to in Clause 5 above the Assignee unconditionally covenants and agrees with the Assignor to assume all of the Assignor's rights and obligations under the Lease Agreement and the Addendum with effect from the Effective Date and undertakes to comply as of the Effective Date with all the provisions and terms of the Lease Agreement and the Addendum as if all references to the Assignor therein were to the Assignee.
8. The Assignee hereby warrants to the Assignor that the Assignee has reviewed the Lease Agreement and the Addendum and confirms the acceptance of the terms and conditions therein and agrees to be bound by the same.
9. With the object and intention of affording to the Assignee a full and sufficient indemnity, the Assignor WARRANTS THAT: -
  - (a) it has performed and observed all the covenants contained in the Lease and Addendum and on its part to be performed and observed to the date of these presents; and
  - (b) there are no unsettled actions claims demands costs and damages and no outstanding liabilities whatsoever arising by reason of any breach of the covenants contained in the Lease and the Addendum.

AND HEREBY INDEMNIFIES the Assignee against any actions claims demands losses costs damages and liabilities arising from any such breach from the Effective Date to the date falling six (6) months from the Effective Date

10. With the object and intention of affording to the Assignor a full and sufficient indemnity but not further or otherwise the Assignee covenants with the Assignor it will for so long as the Lease shall remain vested in the Assignee with effect from the Effective Date:
  - (a) during the term created by the Lease and the Addendum pay to the Lessor the charges reserved thereby and perform and observe all covenants contained therein and on the part of the Assignor to be performed and observed; and
  - (b) keep the Assignor indemnified against all actions claims demands losses costs damages and liabilities which have been incurred or have arisen after handover of vacant possession of the Lodge.

*Handwritten signature*

11. Save as contemplated in this Agreement, the Assignee shall not: -
  - a) Sell, assign, transfer or otherwise encumber or agree to sell, assign, transfer or otherwise encumber all or any assigned rights and obligations without the prior written consent of the Lessor; or
  - b) Take or omit to take any action which might result in the alteration or impairment of the novation and assignment under this Agreement and of the rights and powers thereby granted to the Assignee.
12. The notices provisions in the Lease Agreement and the Addendum shall apply to this Novation and Assignment Agreement.
13. Each of the parties hereby agrees and confirms that for the purposes of the Law of Contract Act (Chapter 23 of the Laws of Kenya that he/she/it (as the case may be) has executed this Agreement with the intention to bind himself/herself/itself (as the case may be) to the contents hereof.
14. This Novation and Assignment Agreement shall inure to the benefit of the successors and assigns of each of the Parties but the obligations of each party under this Novation and Assignment Agreement shall not be transferred to any other person or be assignable except with the prior written consent of the other party.
15. Any provision of this Novation and Assignment Agreement which is capable of being performed after the Effective Date but which has not been performed at or before Effective Date shall remain in full force and effect notwithstanding but subject to the terms of this Novation and Assignment Agreement.
16. Any remedy conferred on any party for breach of this Novation and Assignment Agreement shall be in addition to and without prejudice to all other rights and remedies available to such party and the exercise of or failure to exercise any remedy shall not constitute a waiver by such party of any of its other rights and remedies.
17. If any provision of this Novation and Assignment Agreement shall to any extent be held, in whole or in part, to be illegal or unenforceable under any enactment or rule of law, that term or provision or part shall to that extent be deemed not to form part of this Novation and Assignment Agreement



and the enforceability of the remainder of this Novation and Assignment Agreement shall not be affected thereby.

18. No amendment or variation to this Novation and Assignment Agreement shall be effectual or binding on the Parties unless it is in writing and duly executed by or on behalf of the Parties.
19. This Novation and Assignment Agreement shall be governed by and construed in accordance with the laws of Kenya. Kenyan Courts shall have jurisdiction over this Agreement.

IN WITNESS WHEREOF the Parties have hereto set their respective hands the day and year first hereinbefore written.

*[the rest of this page has been intentionally left blank]*



LEASE AGREEMENT  
FOR  
TREETOPS HOTEL  
IN  
ABERDARE NATIONAL PARK  
BETWEEN  
KENYA WILDLIFE SERVICE  
AND  
ABERDARE SAFARI HOTELS LIMITED

*Atch*

REPUBLIC OF KENYA  
THE LAND CONTROL ACT  
(Cap. 302)

FORM I  
CHAIRMAN  
MIGA MIFRU  
EAST  
LAND CONTROL BOARD

KSH 3,000

APPLICATION FOR CONSENT OF LAND CONTROL BOARD

To be submitted in TRIPLICATE in respect of each transaction and sent to or left at the appropriate office of the Commissioner of Lands

TO: THE M. M. EAST  
LAND CONTROL BOARD.

L.C.R. No. 29/7/24

I HEREBY apply to the Chairman  
Land Control Board for its consent to the transaction described below, and give the following information:

1. (a) Present registered holder of interest (full name in BLOCK LETTERS):  
STEPHEN RABUNI MITUNGA
- (b) Nationality KENYAN
- (c) Address .....
2. (a) Proposed purchaser, transferee, mortgagee, chargee, allottee, etc. (full name in BLOCK LETTERS).....
- (b) If a limited company, names of directors, authorized and issued share capital and principal shareholders; if a co-operative society, names of chairman, secretary and treasurer and total number of members—  
.....  
.....  
.....
- (c) Nationality..... Certificate No. ....
- (d) Address.....
3. Nature of transaction (e.g. sale, gift, lease, mortgage, charge, etc.: if sale or allotment of shares name of company, number and particulars of shares to be transferred)  
SUB-DIVISION INTO TWO PORTIONS  
ONE ACRE & Balance
4. Term (i.e. the length of time for which the land affected is to be transferred or leased if sale or allotment of shares, authorized share capital of the company and numbers of shares issued at date of application) .....
5. Description of Land—  
L.R. or Parcel No. NYAKI / KITHOKA / 1900  
Area KITHOKA  
Locality .....
- County Council .....

*[Signature]*



ANNEX A

S/N	PARTICULARS OF DOCUMENT	PAGE NO
1.	Addendum to Lease dated 27 <sup>th</sup> July, 2023	1-5
2.	Lease Agreement dated 31 <sup>st</sup> December, 1998	1-13

*Handwritten signature*

DATED .....<sup>th</sup>27..... DAY OF.....JULY.....2023

KENYA WILDLIFE SERVICE

AND

ABERDARE SAFARI HOTELS LIMITED

---

ADDENDUM IN RESPECT OF THE LEASE AGREEMENT DATED 31 DECEMBER  
1996

RELATING TO TREETOPS HOTEL

-situated on-

ALL THAT PARCEL OF LAND MEASURING 10.964 ACRES IN ABERDARE  
NATIONAL PARK

---

DRAWN BY  
BENTA MUSIMA, ADVOCATE  
C/O KENYA WILDLIFE  
SERVICE  
PO Box 40241-00100  
NAIROBI  
Email: [legal@cws.go.ke](mailto:legal@cws.go.ke)

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**ADDENDUM TO LEASE AGREEMENT**

This ADDENDUM dated the.....<sup>27<sup>th</sup></sup>..... Day of <sup>July</sup>..... 2023  
(*this "Addendum"*) is attached to and forms part of the Lease Agreement  
between **KENYA WILDLIFE SERVICE** (the "Lessor") and **ABERDARE  
SAFARI HOTELS LIMITED** (the "Lessee") dated 31<sup>st</sup> day of December  
1998.

**WHEREAS**

- a) The Lessor is the proprietor of all that parcel of land known as Aberdare National Park (hereinafter referred to as the "*National Park*").
- b) The Lessor by a lease agreement dated 31<sup>st</sup> December, 1998 (the "*Lease Agreement*") agreed to lease to the Lessee part of the National Park measuring 10.964 acres together with the game lodge and ancillary services constructed thereon known as Treetops Hotel (therein referred to as "*the Lodge Site*"), for a term of twenty- seven (27) years from 1<sup>st</sup> August, 1996 (the "*Initial Term*") and subject to the terms and conditions specified in the Lease Agreement.
- c) The Initial Term of the Lease Agreement expires on 31<sup>st</sup> July, 2023 and Parties have agreed by mutual consent to extend the Lease Term.
- d) Parties have agreed by mutual consent to incorporate the terms and conditions appearing hereinafter as part of the Lease Agreement.
- e) This Addendum is supplemental to and forms part of the Lease Agreement.

**NOW THIS ADDENDUM TO LEASE WITNESSETH** as follows:

- 1. The term of the Lease Agreement is extended for a further twenty (20) years subject to renewal with effect from 1<sup>st</sup> August, 2023 (hereinafter called the "*Extended Term Effective Date*").
- 2. The Fixed Rent (payable quarterly in advance) under Clause I (i) of the Lease payable from the Extended Term Effective Date with an annual escalation of 4% as specified in the schedule attached hereto as **ANNEX "B1"**.
- 3. **Clause I (ii) and (iv)** of the Lease Agreement and all references and provisions related to "Variable Rent" in the Lease Agreement shall continue to apply to the Lease Agreement

*Autisch*

in respect of the Extended Lease Term PROVIDED THAT on the date falling eighteen (18) months from the Extended Term Effective Date (such date being 1<sup>st</sup> February 2025), *Clause 1 (ii) and (iv)* of the Lease Agreement and all references and provisions related to "Variable Rent" in the Lease Agreement shall stand deleted from the Lease Agreement and such provisions related to Variable Rent shall cease to apply to the Lease Agreement and only Fixed Rent shall apply to and be payable by the Tenant under the Lease Agreement with effect from 1<sup>st</sup> February 2025.

4. The Lessee shall continue observing the covenants and conditions specified under *Clause 2* of the Lease Agreement during the Extended Lease Term.
5. That in the event of breach of any of the covenants and conditions under *Clause 2* of the lease agreement by the Lessee, the Lessor shall be entitled to exercise any of its remedies under *Clause 4 (f)* of the Lease Agreement.
6. Save as herein set out, all the terms of the Lease Agreement remain unchanged and shall remain in full force and effect as if the additions and variations set forth in this Addendum were added and incorporated into the Lease Agreement and with effect from the date of this Addendum, the Lease Agreement will be read and construed with the additions and variations set out herein.
7. In the event there is a conflict between the terms and conditions of the Lease Agreement and this Addendum, this Addendum shall take precedence.



IN WITNESS thereof the Lessor has appended his hand and the Lessee has duly executed this Addendum to Lease Agreement as a deed the day and year herein or before appearing.

SEALED with the Common Seal of KENYA WILDLIFE SERVICE In the Presence of:

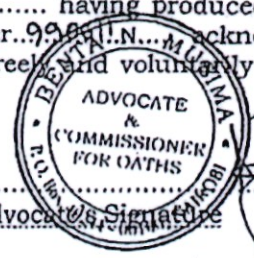


*[Handwritten signature]*

DIRECTOR GENERAL

Certificate of Verification under Section 45 of the Land Registration Act

I CERTIFY that the above-named *D. Eustice Karoo* appeared before me on *27th July* 20*23* and being known to me /being identified by\* *[redacted]* of *[redacted]* having produced to me for such identification purposes their Identity Card Number *990111N* acknowledged the above signature or mark to be his and that he had freely and voluntarily executed this instrument and understood its contents.



Advocate's Signature

*[Handwritten signature]*  
Director

Signed by the duly authorized representatives of ABERDARE SAFARI HOTELS LIMITED In the Presence of:

Advocate

**FAITH GITITU**  
HAMILTON HARRISON & MATHEWS  
ADVOCATES  
DELTA OFFICE BUILDING, WAIYAKI WAY  
PO BOX 30333  
GPO - NAIROBI 00100

Certificate of Verification under Section 45 of the Land Registration Act

I CERTIFY that the above-named *Robert Getheji* and *Koneth Waibochi* both directors of the Lessee appeared before me on *21 July* 20*23* and being known to me /being identified by\* *[redacted]* of *[redacted]* having produced to me for such identification purposes their Identity Card Numbers *17119569* and *2963631* acknowledged the above signatures or marks to be theirs and that they had freely and voluntarily executed this instrument and understood its contents.

**FAITH GITITU**  
HAMILTON HARRISON & MATHEWS  
ADVOCATES  
DELTA OFFICE BUILDING, WAIYAKI WAY  
Advocate's Signature  
GPO - NAIROBI 00100

*[Handwritten signature]*

ANNEX "B1"

**AGREED MONTHLY FIXED RENT SCHEDULE**  
(payable quarterly in advance)

Year	Period		Monthly rent
28	Aug/01/2023	Jul/31/2024	\$13,409
29	Aug/01/2024	Jul/31/2025	\$13,945
30	Aug/01/2025	Jul/31/2026	\$14,503
31	Aug/01/2026	Jul/31/2027	\$15,083
32	Aug/01/2027	Jul/31/2028	\$15,686
33	Aug/01/2028	Jul/31/2029	\$16,314
34	Aug/01/2029	Jul/31/2030	\$16,966
35	Aug/01/2030	Jul/31/2031	\$17,645
36	Aug/01/2031	Jul/31/2032	\$18,351
37	Aug/01/2032	Jul/31/2033	\$19,085
38	Aug/01/2033	Jul/31/2034	\$19,848
39	Aug/01/2034	Jul/31/2035	\$20,642
40	Aug/01/2035	Jul/31/2036	\$21,468
41	Aug/01/2036	Jul/31/2037	\$22,327
42	Aug/01/2037	Jul/31/2038	\$23,220
43	Aug/01/2038	Jul/31/2039	\$24,148
44	Aug/01/2039	Jul/31/2040	\$25,114
45	Aug/01/2040	Jul/31/2041	\$26,119
46	Aug/01/2041	Jul/31/2042	\$27,164
47	Aug/01/2042	Jul/31/2043	\$28,250

1 USD = Rsh. 142 .

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*EX*

*D*  
*Page 4 of 4*

SEALED with the Common Seal of  
KENYA WILDLIFE SERVICE  
In the Presence of:

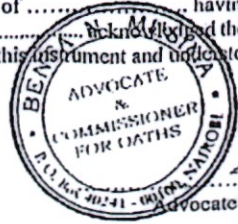


*[Handwritten signature]*

DIRECTOR GENERAL

Certificate of Verification under Section 45 of the Land Registration Act

I CERTIFY that the above named Dr. Fredrick Kiraga appeared before me on  
20<sup>th</sup> December 2023 and being known to me /being identified by\*  
..... of ..... having produced to me for such identification purposes their  
Identity Card Number..... I acknowledge the above signature or mark to be his and that he had freely  
and voluntarily executed this instrument and understood its contents.



*[Handwritten signature]*  
.....  
Advocate's Signature

*[Handwritten signature]*

Signed by the duly authorized representatives of  
ABERDARE SAFARI HOTELS LIMITED  
In the Presence of:

).....  
) Director  
)  
).....  
) Director  
)

Advocate  
FAITH GITITU  
HAMILTON HARRISON & MATHEWS  
ADVOCATES  
DELTA OFFICE SUITES, WAIYAKI WAY  
P.O. BOX 30333  
GPO - NAIROBI 00100

Certificate of Verification under Section 45 of the Land Registration Act

I CERTIFY that the above-named Robert Gathoni and Kenneth Wanjohi, both directors of the Assignor appeared before me on 13th December 2003 and being known to me /being identified by\* ..... of ..... having produced to me for such identification purposes their Identity Card Numbers 7112569 and 3963681 acknowledged the above signatures or marks to be theirs and that they had freely and voluntarily executed this instrument and understood its contents.

FAITH GITITU  
HAMILTON HARRISON & MATHEWS  
ADVOCATES  
DELTA OFFICE SUITES, WAIYAKI WAY...  
Advocate's Signature  
GPO - NAIROBI 00100

*Antusch*

Signed by the duly authorized representatives of  
CRYSTAL KENYA LIMITED

In the Presence of:

**PRISCAH MWINZI  
ADVOCATE**  
P. O. Box 29294-00100, NAIROBI

Advocate

) *CRISTIAN*  
Director  
)  
) *[Signature]*  
Director  
)  
)

Certificate of Verification under Section 45 of the Land Registration Act

I CERTIFY that the above-named *KEVIN G. RIBATHI* and *KEITH I. RIBATHI*, both directors of the Assignee appeared before me on *30TH DECEMBER* 2023 and being known to me /being identified by\* ..... of ..... having produced to me for such identification purposes their Identity Card Numbers..... and ..... acknowledged the above signatures or marks to be theirs and that they had freely and voluntarily executed this instrument and understood its contents.

**PRISCAH MWINZI  
ADVOCATE**  
P. O. Box 29294-00100 NAIROBI  
Advocate's Signature *[Signature]*

*Antsel*

LEASE AGREEMENT FOR TREETOPS HOTEL

THIS LEASE is made the 31st day of December

One Thousand Nine Hundred and Ninety Eight between KENYA WILDLIFE SERVICE a body corporate established under the provisions of the Wildlife (Conservation and Management) Act Cap 376 of the Laws of Kenya and of Post Office Box Number 40241 Nairobi in the Republic of Kenya (hereinafter called "the Lessor") of the one part and ABERDARE SAFARI HOTELS LIMITED a limited liability company incorporated in Kenya under the provisions of the Companies Act Cap 486 of the Laws of Kenya and of Post Office Box Number 24 Nyeri in the Republic of Kenya aforesaid (hereinafter called "the Lessee" which expression shall where the context so admits include its successors and assigns) of the other part.


WHEREAS:-

- (A) The Lessor is the proprietor of all that parcel of land known as Aberdare National Park (hereinafter referred to as the National Park);
- (B) The Lessor has agreed to lease to the Lessee and the Lessee has agreed to take a lease from the Lessor of part of the said parcel of land for the period and subject to the terms and conditions hereinafter specified;
- (C) The Lessee is in possession of part of the said parcel of land together with the Game Lodge and ancillary services constructed thereon known as Treetops Hotel and hereinafter referred to as "the Lodge" under a lease agreement entered into between the Government of the Republic of Kenya and the Lessee dated the 30th day of September 1982 and which the Lessee has agreed to surrender;

*Antsel*

NOW THIS INSTRUMENT WITNESSETH that it is hereby agreed and declared by the parties hereto as follows:-

1. The Lessor hereby leases unto the Lessee ALL THAT part of the parcel of land measuring about 10.964 acres and more particularly described in the site plan attached hereto as Annex "A" (hereinafter called "the Lodge Site") and the Lodge together with the right at all reasonable times for the Lessee its servants agents licensees and invitees to use in common with all other persons having the like right to use the roads and any airstrips of the National Park for the purpose of ingress to and egress from the Lodge and the water sources established in the National Park for the purposes of the Lodge but subject to the covenants on the part of the Lessee hereinafter contained TO HOLD unto the Lessee as tenant for a term of twenty-seven (27) years from the 1st day of August One Thousand Nine Hundred and Ninety Six (hereinafter called "the effective date") YIELDING AND PAYING THEREFOR AND THEREOUT:

(i) Fixed Rent in respect of the Lodge and the Lodge Site (payable quarterly in advance) with effect from the 1st day of August, 1998 as specified in the schedule attached hereto as Annex "B" 

(ii) An amount (payable monthly in arrears and hereinafter referred to as "Variable Rent") calculated by reference to the applicable percentage of the gross receipts of the Lessee's operations on the Lodge Site and the Lodge. Gross receipts shall mean the money collected by the Lessee from tourists and guests staying or visiting the Lodge Site and the Lodge in respect of accommodation food and beverage and transportation and other services provided by the Lessee but excluding any amounts collected by way of Government taxes levies and service charges. The applicable percentage of gross receipts shall be 10% for the first two (2) years with effect from the effective date and 5% for the next four (4) years of the lease term and 10% for the remainder of the term.

*Handwritten signature*

- (iii) Such payments to be made directly to "Kenya Wildlife Service" in United States of America Dollars or equivalent in Kenya Shillings based on the mean exchange rate prevailing at the time of payment as fixed by the Central Bank of Kenya or other central monetary authority that may succeed or replace it.
  
- (iv) Reconciliations on payments shall be made by the parties on a quarterly basis to ensure that the total rental payments by the Lessee are equivalent to 10% of the Lessee's gross receipts for the first six (6) years of the lease term and 15% of the Lessee's gross receipts for the remaining twenty-one (21) years of the term hereby granted.

AND SUBJECT to the following covenants and conditions:

- 2. The Lessee to the intent that the obligations hereinafter contained shall continue throughout the continuance of the said term covenants and agrees with the Lessor as follows:-
  - (a) To pay the rents hereinbefore reserved directly to the headquarters offices of Kenya Wildlife Service on a quarterly basis (in advance) in respect of the Fixed Rent specified under clause 1(i) above and on a monthly basis (in arrears) in respect of the Variable Rent specified under clause 1(ii) above and such payments to be made prior to the period covered by the rent in the case of Fixed Rent and on or before the fifteenth day of the month following the month in which the rent accrues in respect of Variable Rent.
  
  - (b) To pay all existing and future rates taxes duties assessments and outgoings now or hereafter imposed or charged in respect of the Lodge Site and the Lodge or any part thereof by the Government or by any Local Authority.

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- (c) To keep both the interior and exterior of the Lodge and every part thereof and buildings constructions and erections which at any time during the said term may be put upon any part of the Lodge Site in good and tenantable repair condition and state of decoration throughout the term hereby granted.
- (d) To keep the Lodge Site in good order and condition and not to destroy any indigenous plant or tree growing thereon without the Lessor's permission and to ensure that no exotic vegetation is introduced onto the Lodge Site. No fuel wood whether for cooking or fires shall be collected from within the National Park. All timber used for construction ornamental or other purposes should originate from outside the National Park.
- (e) 7 ~~Not to make any alterations or additions to the Lodge~~ nor cut main or injure any of the walls or timbers thereof nor to permit any of the aforesaid things to be done without the previous consent in writing of the Lessor to plans and specifications thereof such consent not to be unreasonably withheld in the case of alterations.
- (f) To permit the Lessor or its agents with or without workmen and others at all reasonable times to enter upon and examine the condition of the Lodge Site and the Lodge and thereupon the Lessor may serve upon the Lessee a notice in writing specifying any maintenance or repairs necessary to be done which the Lessee must forthwith commence to execute and if the Lessee shall not within fourteen (14) days after service of such notice proceed diligently with the execution of such maintenance or repairs then to permit the Lessor to enter upon the said Lodge Site and the Lodge and execute such maintenance and repairs and the cost thereof shall be a debt due from the Lessee to the Lessor and be forthwith recoverable on demand or by action.
- (g) Not to assign sub-let or part with the possession of the Lodge Site or the Lodge or any part thereof without the previous consent in writing of the Lessor [and in the case of sub-letting to ensure that the terms of the sublease

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are not within the provisions of the Landlord and Tenant (Shops Hotels & Catering Establishments) Act Cap 301 of the Laws of Kenya or any other similar legislation amending or replacing it] such consent not to be unreasonably withheld and the transfer of more than 50% of the shares of the Lessee shall be deemed to be an assignment requiring such consent and it is hereby declared that upon any breach by the Lessee of the terms of this subclause the Lessor may thereupon at any time enter upon the Lodge Site and the Lodge and take possession thereof and if the Lessor does so the term hereby created shall be deemed to have been terminated absolutely.

- (h) To ensure that at all times proper and adequate measures are taken for the prevention detection and extinguishing of fire and to insure and keep insured in the joint names of the Lessee and the Lessor all the buildings and improvements erected or made on the Lodge Site against loss or damage by fire lightning earthquake storm flood explosion aircraft and such other risks as the Lessor may from time to time specify to their full insurable value and to deliver to the Lessor at least seven (7) days before the expiry of any policy a copy of the receipt for the payment of the premium to renew that policy and to apply all monies received by virtue of such insurance in replacing restoring or reinstating the property or assets destroyed damaged or lost.
- (i) To indemnify and keep indemnified the Lessor against all claims actions and demands by visitors to the Lodge which arise while they are within the Lodge or upon the Lodge Site.
- (j) To use the Lodge solely for the purpose of providing accommodation and services for visitors to enable them to observe wildlife in its natural surroundings and not to do or permit or suffer to be done on the Lodge Site or within the Lodge anything which may interfere with or seriously disturb wildlife and more particularly wild animals.
- (k) To obtain all the relevant licences and permits legally required and currently in force for the operation of a Lodge of the relevant approved category.

*Handwritten signature*

- (l) To establish and adequately maintain installations for the preparation of food and the containerization and disposal of all refuse and sewage to the standards required for the issue of any health certificate or other certificate or permit which may be legally required.
- (m) To maintain a high standard of catering and other services suitable and adequate for a modern Game Lodge within a National Park.
- (n) To keep accurate accounts records and visitors registers and to allow any persons authorised by the Lessor at all reasonable times to examine and extract information from such records and registers and furthermore to punctually complete and return any data forms presented by the Lessor in relation to the Lodge and the National Park.
- (o) To collect on behalf of and pay to the Lessor in respect of all visitors to the Lodge any fees (including any aircraft landing fees) which may become payable from time to time at the Lodge and to account for the same to the Lessor in accordance with paragraph 2 (n) above.
- (p) Not to do or permit or suffer to be done any act which may contravene the provisions of any law and particularly the Wildlife (Conservation and Management) Act and the Regulations made thereunder for the time being in force or of any Statute or Regulations amending or replacing the same.
- (q) To maintain in their places all beacons demarcating the boundaries of the Lodge Site and to re-establish or replace any such beacons which may become displaced.
- (r) To containerize and to regularly dispose of and ensure that all solid waste emanating from the Lodge and the Lodge Site is disposed of in approved sites outside the National Park.

*H. H. H. H.*

- (s) To provide and maintain proper systems of sewage and other liquid effluent disposal designed to meet both public health standards and the standards set by the Lessor and to at all times ensure that all the rivers dams and other water bodies in and around the Lodge Site remain fresh and are not polluted or contaminated and further at all times to ensure that the general environment in and around the Lodge the Lodge Site and the surrounding National Park remains free from contamination pollution or other adverse interference by solid liquid or aerial waste effluent discharge or emission emanating from the Lodge and the Lodge Site.

3. The Lessor hereby covenants with the Lessee as follows:

- (a) The Lessee paying the rents hereby reserved and performing and observing the several covenants on its part herein contained shall peacefully hold and enjoy the Lodge and the Lodge Site for the said term without any interruption by the Lessor or any person claiming under or in trust for it PROVIDED that a duly authorised representative of the Lessor shall at all times be permitted to enter on the Lodge Site and the Lodge for such purposes as the Lessor shall consider necessary in connection with the administration of the National Park and the enforcement of this lease.
- (b) To maintain so far as may be reasonably within the financial resources of the Lessor all existing roads bridges culverts and airstrips within the National Park.

*Hutsch*

(c) To permit the Lessee for the purposes of the Lodge subject to prior approval of the plans by the Lessor to sink wells instal water pipelines construct drains and works for the disposal of sewerage and refuse.

4. PROVIDED ALWAYS AND IT IS HEREBY AGREED as follows:-

(a) The Lessor shall be entitled at its sole discretion from time to time and at any time to close the Lodge and the National Park or any part thereof to visitors for the purpose only of ensuring the safety of such visitors or the conservation and preservation of wildlife PROVIDED ALWAYS that in the event of the whole of the National Park being closed to visitors and hence the Lodge the Lessor will allow to the Lessee a total abatement of rent for the said period.

(b) Should at any time the terms and conditions of this lease conflict with any existing or future legislation the provisions of the legislation shall prevail.

(c) Upon termination of this lease agreement (however determined) the Lessee shall yield up to the Lessor the Lodge Site and the Lodge free of all encumbrances) in a well maintained condition without compensation.

(d) Should there be any dispute between the parties concerning this lease or anything arising thereunder the dispute shall be referred to a single arbitrator to be agreed by the parties and in default of agreement within one month after service by either party on the other of a written request to agree to an arbitrator being appointed he/she shall be appointed by the Chairman of the Kenya Branch of the Chartered Institute of Arbitrators.

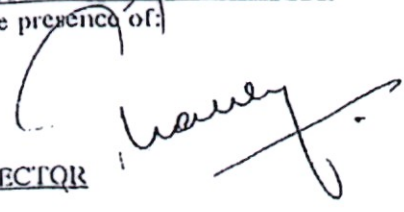
*Antsch*

- (e) Any notice under this lease shall be in writing and any notice to the Lessee shall be sufficiently served if sent by registered post or by recorded delivery service or left at the Lessee's registered offices in Kenya and any notice to the Lessor shall be sufficiently served if delivered to the headquarters office of the Director of Kenya Wildlife Service or sent there by registered post or by recorded delivery service.
- (f) If the rents hereby reserved shall be unpaid for fifteen days after they shall have become due or if any covenant on the Lessee's part herein contained shall not be performed or observed and the Lessor has served on the Lessee not less than fifteen days notice in writing specifying such non-payment non-performance or breach or if the Lessee shall enter into liquidation whether compulsory or voluntary (not being voluntary liquidation merely for the purpose of reconstruction) then and in any such case it shall and may be lawful for the Lessor at any time thereafter to re-enter into and upon the Lodge Site and the Lodge or any part thereof in the name of the whole and take possession of the same and thereupon this lease shall absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of the Lessee's covenants contained herein.
- (g) This lease supersedes and replaces the lease agreement dated the 30th day of September One Thousand Nine Hundred and Eighty Two entered into between the Government of the Republic of Kenya and the Lessee which is hereby surrendered.



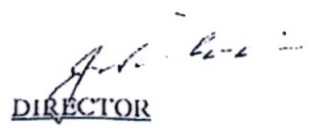
IN WITNESS WHEREOF the respective Common Seals of the parties have been hereunto  
affixed this 31st day of December 1998.

SEALED with the Common Seal of  
KENYA WILDLIFE SERVICE  
in the presence of:

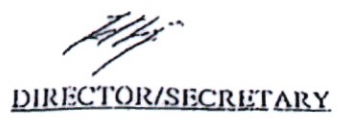


DIRECTOR

SEALED with the Common Seal of  
ABERDARE SAFARI HOTELS LIMITED  
in the presence of:-



DIRECTOR



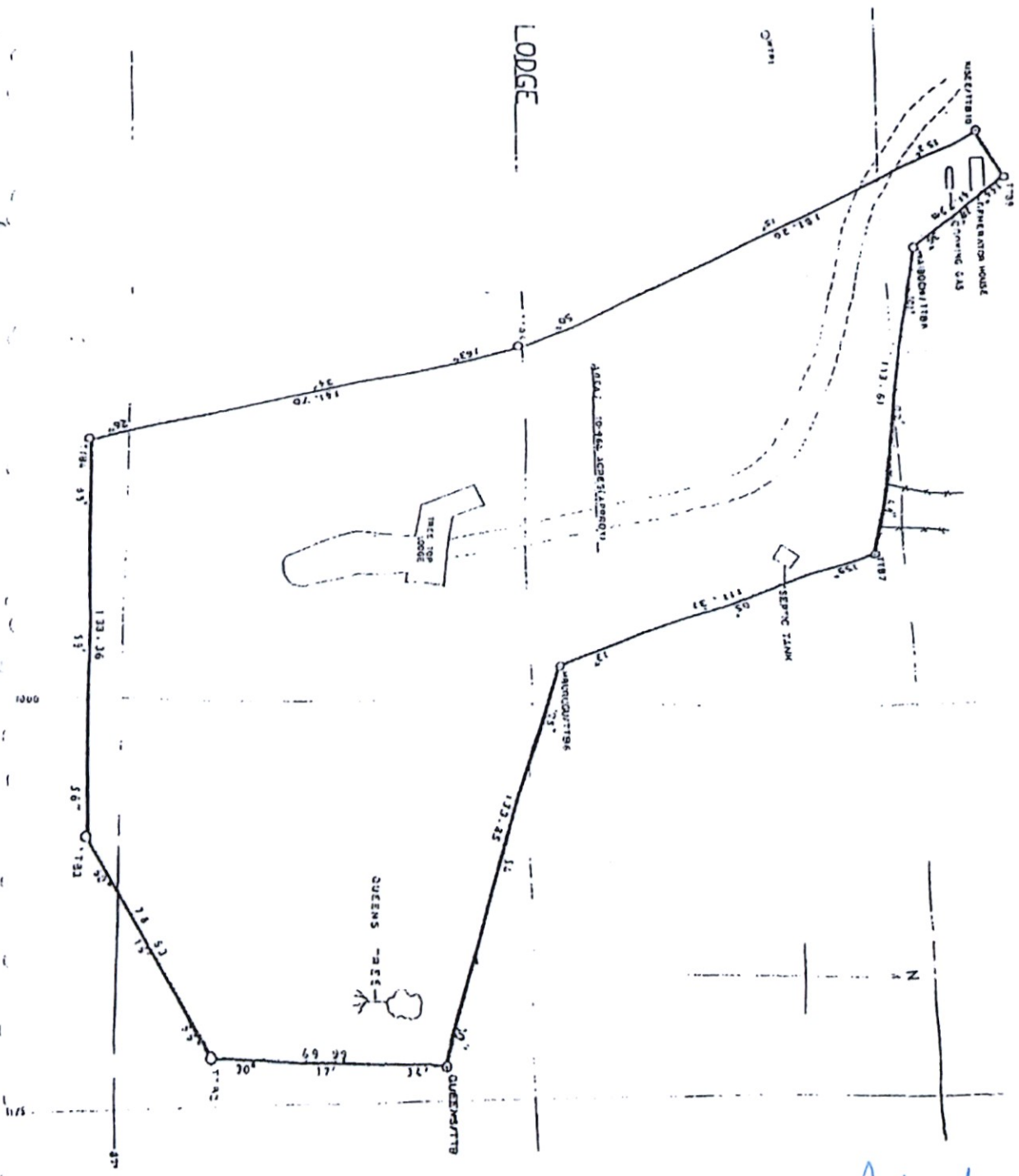
DIRECTOR/SECRETARY





TREETOPS LODGE

Surveyed by: SHULZ, J. J.  
Checked by: SHULZ, J. J.  
Date: 1984  
Name: CHARLES JACOB



*Atusch*

ANNEX "B"

TREETOPS HOTEL

TREETOPS HOTEL  
 ABERDARE NATIONAL PARK  
 ABERDARE SAFARI HOTELS LTD.  
 KENYA WILDLIFE SERVICE

**AGREED FIXED RENT SCHEDULE**  
 (FIXED RENT IS PAYABLE QUARTERLY IN ADVANCE)

LEASE YR.	FROM	TO	RENT/MONTH
3	Aug/01/1998	Jul/31/1999	\$5,030
4	Aug/01/1999	Jul/31/2000	\$5,231
5	Aug/01/2000	Jul/31/2001	\$5,440
6	Aug/01/2001	Jul/31/2002	\$5,658
7	Aug/01/2002	Jul/31/2003	\$5,884
8	Aug/01/2003	Jul/31/2004	\$6,120
9	Aug/01/2004	Jul/31/2005	\$6,365
10	Aug/01/2005	Jul/31/2006	\$6,619
11	Aug/01/2006	Jul/31/2007	\$6,884
12	Aug/01/2007	Jul/31/2008	\$7,159
13	Aug/01/2008	Jul/31/2009	\$7,446
14	Aug/01/2009	Jul/31/2010	\$7,743
15	Aug/01/2010	Jul/31/2011	\$8,053
16	Aug/01/2011	Jul/31/2012	\$8,375
17	Aug/01/2012	Jul/31/2013	\$8,710
18	Aug/01/2013	Jul/31/2014	\$9,059
19	Aug/01/2014	Jul/31/2015	\$9,421
20	Aug/01/2015	Jul/31/2016	\$9,798
21	Aug/01/2016	Jul/31/2017	\$10,190
22	Aug/01/2017	Jul/31/2018	\$10,597
23	Aug/01/2018	Jul/31/2019	\$11,021
24	Aug/01/2019	Jul/31/2020	\$11,462
25	Aug/01/2020	Jul/31/2021	\$11,921
26	Aug/01/2021	Jul/31/2022	\$12,398
27	Aug/01/2022	Jul/31/2023	\$12,893

**CURRENCY: UNITED STATES OF AMERICA DOLLARS**

**NOTE:** Both the Fixed and Variable Rent for years 1 & 2 of the Lease Agreement duration have been taken into account separately

*Antares*

**Evidence of Purchase of Properties in Meru Nyaki/ Munithu/ 1492**

FORM 1

TRIPLICATE (Commissioner of Lands) (FORM 2A) 942523

REPUBLIC OF KENYA 1058571

THE LAND CONTROL REGULATIONS, 1968

The CHAIRMAN Land Control Board

To: FESTUS NKINDA E M IKABU M. M. LAST

Date: 6/3/2024

Reg. No. \_\_\_\_\_

L.O.R. No. 190/3/2024

SIR/MADAM,

**LETTER OF CONSENT**

1. With reference to your application dated the \_\_\_\_\_ 20 \_\_\_\_\_ the Board gave its consent to the following controlled transaction at its meeting held on the 6/3 20 24

2. Nature of Transaction:

(a) L.R. or Parcel No. NYAKI/MUNITHU/1492

(b) Locality MUNITHU

(c) Sale, lease, subdivision, mortgage, charge, etc. TRANSFER

(d) Names of Parties—

(i) from FESTUS NKINDA E M IKABU

(ii) to RIGATHI GACHAGUA

(e) Length of term ABSOLUTE

(f) Consideration \_\_\_\_\_

3. Special conditions of approval of subdivision:

(a) \_\_\_\_\_


(b) \_\_\_\_\_

(c) TRANSFER

(d) \_\_\_\_\_

(e) \_\_\_\_\_

I am, Sir/Madam,  
Your obedient servant,



**CHAIRMAN  
MIRIGA MIERU  
EAST  
LAND CONTROL BOARD**

*[Signature]*  
Chairman  
M. M. LAST Land Control Board

Copy to:  
The Commissioner of Lands, Nairobi.  
The Central Agricultural Board.

P.T.O.

GPK (SP) 7234 — 80m Bks. — 04/2021

*[Handwritten Signature]*

Pay 100% =  
LEB fees

FORM 1

REPUBLIC OF KENYA

Susan

0722 942523

THE LAND CONTROL ACT  
(Cap. 302)

**APPLICATION FOR CONSENT OF LAND CONTROL BOARD**  
*To be submitted in TRIPLICATE in respect of each transaction and sent to or left at the appropriate office of the Commissioner of Lands*

TO: THE  
LAND CONTROL BOARD

L.C.R. No \_\_\_\_\_

I HEREBY apply to the Land Control Board for its consent to the transaction described below, and give the following information:

1. (a) Present registered holder of interest (full name in BLOCK LETTERS):  
FESTUS NKINDA E. M'IKABU
- (b) Nationality KENYAN ID Number: 0080485
- (c) Address NYAKI, MUNITHU LOCATION, MERU
2. (a) Proposed purchaser, transferee, mortgagee, chargee, allottee, etc. (full name in BLOCK LETTERS) RIGATHI GACHAGUA
- (b) If a limited liability company, names of directors, authorised and issued share capital and principal shareholders; if a co-operative society, names of chairman, secretary and treasurer and total number of members-  
N/A
- (c) Nationality KENYAN ID NO: 6091105
- (d) Address P.O BOX 29294-00100 NAIROBI
3. Nature of transaction (e.g. sale, gift, lease, mortgage, charge, etc.: if sale or allotment of shares name of company, number and particulars of shares to be transferred) \_\_\_\_\_
4. Term (i.e the length of time for which the land affected is to be transferred or leased if sale or allotment of shares, authorised share capital of the company and numbers of shares issued at date of application) FREEHOLD
5. Description of Land- \_\_\_\_\_

L.R. or Parcel No. NYAKI/MUNITHU/1492  
Area 12.099HA  
Locality: NYAKI, MUNITHU LOCATION, MERU  
County Council \_\_\_\_\_

P.T.O

*[Handwritten signature]*

6. (a) Purchase price, if a sale or option ... Sh. Rent  
 ..... Sh.  
 Estimated value of the land (if a gift) .... Sh.  
 Amount of loan (if a mortgage or charge) ... Sh.  
 Rate of interest (if a mortgage or charge) .... %  
 Any other information affecting the amount of the consideration, particularly regarding the description and area of crops with estimated yields and value thereof included in the purchase price  
 \_\_\_\_\_  
 \_\_\_\_\_
- (b) Full description and approximate value of improvements on land included in the consideration N/A
- (c) Any other consideration passing between the parties, N/A
7. If a transfer or lease of the land-  
 Proposed development programme of purchaser, including funds available thereof with approximate date N/A  
 \_\_\_\_\_  
 Does the purchaser/lessee intend to reside on the land?  
 \_\_\_\_\_
8. (a) Other agricultural land registered in the name of or held under contract for sale by the proposed purchaser, transferee, lessee or allottee, or any member(s) of his immediate family, or any company in which he has an interest (state the nature of any interest in such company)-  
 L.R. or Parcel Nos \_\_\_\_\_ Area \_\_\_\_\_  
 Owner \_\_\_\_\_  
 Nature of interest \_\_\_\_\_  
 Whether contiguous to land being purchased \_\_\_\_\_
- (b) Particulars of agricultural land held and disposed of by purchaser or lessee in the last three years-  
 L.R. or Parcel Nos \_\_\_\_\_ District \_\_\_\_\_ Area \_\_\_\_\_  
 L.R. or Parcel Nos \_\_\_\_\_ District \_\_\_\_\_ Area \_\_\_\_\_
9. Farming experience of transferee \_\_\_\_\_  
 \_\_\_\_\_

We hereby declare that the above information is true to the best of our knowledge and belief.

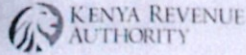
**PRESCOTT MWINZI**  
**ADVOCATE**  
 P.O. Box 29274-00100, NAIROBI

Signature of purchaser's, lessee,  
 Mortgagee, chargee's, or authorized  
 agent or agents etc.

*SM*  
 Signature of owner's, lessor,  
 mortgagor, chargor's, or authorized  
 agent or agents, etc.

Date \_\_\_\_\_ Date \_\_\_\_\_  
 If spaces allowed under any particular item are insufficient for the information, a separate sheet with item numbers are duly signed by all parties or their authorized agent or agents should be attached.

*Handwritten signature*



www.kra.go.ke

### PIN Certificate

For General Tax Questions  
Contact KRA Call Centre  
Tel: +254 (020) 4999 999  
Call: +254(0711)099 999  
Email: callcentre@kra.go.ke

Certificate Date : 13/05/2015  
Personal Identification Number  
A00112014034

This is to certify that taxpayer shown herein has been registered with Kenya Revenue Authority

#### Taxpayer Information

<b>Taxpayer Name</b>	RIGATHI GACHAGUA
<b>Email Address</b>	RIGATHIGACHAGUA@GMAIL.COM

#### Registered Address

<b>L.R. Number :</b>		<b>Building</b>	liason house
<b>Street/Road</b>	statehouse avenue	<b>City/Town :</b>	nairobi west
<b>County :</b>	Nairobi	<b>District</b>	Westlands District
<b>Tax Area</b>	Westlands	<b>Station</b>	South of Nairobi*
<b>P. O. Box</b>	15315	<b>Postal Code</b>	00509

#### Tax Obligation(s) Registration

Sr. No.	Tax Obligation(s)	Effective From Date	Effective Till	Status
1	Income Tax - Resident Individual	12/03/1993	N.A.	Active

The above PIN must appear on all your tax invoices and correspondences with Kenya Revenue Authority. Your accounting end date is 31st December as per the provisions stated in the Income Tax Act unless a change has been approved by the Commissioner-Domestic Taxes Department. The status of Tax Obligation(s) with 'Dormant' status will automatically change to 'Active' on date mentioned in "Effective Till Date" or any transaction done during the period. This certificate

