

KENYA BROADCASTING CORPORATION



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COMPREHENSIVE BOARD REPORT ON THE MANAGEMENT OF THE CORPORATION

FEBRUARY, 2009

KENYA BROADCASTING CORPORATION



REPORT OF THE AD-HOC COMMITTEE OF THE BOARD

Pursuant to Parliamentary Question by Private Notice in the house by the Member for Gwassi, Hon. John Mbadi, the Board of Directors, Kenya Broadcasting Corporation during its meeting of 11th December 2008 and vide minute 44/2008 constituted an ad-hoc committee of the Board to look into the matters raised and prepare a comprehensive report.

The following is the report of the ad-hoc Committee of the Board on the matters raised:-

Question (a)

Could the Minister confirm that the Kenya Broadcasting Corporation (KBC) has a weak financial base, and is consequently unable to remit employee statutory deductions including Pension, VAT and PAYE?

Answer

The Ministry of Information and Broadcasting carried out a feasibility study on the improvement and expansion of Medium Wave Radio Broadcasting

Network in the country and the report was submitted in February 1988.

According to the study, the project was feasible. It was expected to increase radio coverage in the country and create huge increase in the number of radio receiver sets.

This was to raise estimated annual revenue in excess of KSh2 billion through radio license fees and radio commercials.

Arising from this feasibility study, the Kenya Broadcasting Corporation and the Overseas Economic Cooperation Fund, Japan, entered into a loan agreement No.KE-P12 dated June 28, 1989 for Kenya Broadcasting Corporation's modernization project for a sum not exceeding Japanese Yen **¥16,198,000,000 or KSh2.3 billion at a rate of KSh7.04 for ¥100.** (KSh2.3b@7.04/100) and guaranteed by the Government of Kenya.

The loan earns interest at the rate of 2.5% per annum, payable semi-annually. The loan had a 10-year grace period and a 20-year repayment period.

The project was completed in August 1994 and utilized a sum of Japanese Yen fifteen billion four hundred forty one million seven hundred sixteen thousand seven hundred and six (**¥15,441,716,706**), which translates to **KSh8.2 billion** at the **then** rate of KSh54 per ¥100.

On completion of the project, the Corporation found itself with efficient equipment but with high power

costs, low license fees and commercials that were far below what was estimated in the feasibility study. The Medium Wave transmitting stations were constructed at Ngong, Voi, Malindi, Garissa, Wajir, Marsabit, Maralal, Kitale, Marania (Meru) and Nyamninia (Siaya).

There were problems in collecting license fees from radio and television owners which forced the Government to revoke the fees in June 2003. This was a big blow to the Corporation's revenue base.

KBC was collecting below KSh800 million annually against the forecast of KSh2 billion and was therefore unable to honor its obligations on the loan and had to rely on the Government of Kenya being the loan guarantor to bail it out.

Right from its inception KBC inherited structural and legal weaknesses that had the potential of weakening it financially. Since the Corporation was not raising any revenue through licensing of radio and TV receivers as anticipated, it was left with the commercial aspects which account for less than 30% of its functional activities to finance public broadcasting services.

Besides this, the liberalization of the airwaves from the 1990s caught the Corporation in a state of unpreparedness and it therefore could not cope with the competition. Consequently, the Corporation's revenue base worsened.

Further, and pursuant to KBC Act, Cap 221, the Corporation is obligated to provide public service by

gathering and disseminating information on matters of national importance. Indeed, the KBC mandate is to inform, educate and entertain the public through radio and television services. This is what is normally referred to as Public Broadcasting.

In line with this mandate, KBC offers radio services in such marginalized and non-profitable areas as Garissa, Wajir, Marsabit, Maralal, Kitale, Malindi and Voi.

KBC also has television transmission stations in Garissa, Lamu, Malindi, Marsabit, Maralal, Kabarnet, Lodwar, Lokichoggio, Kacheliba, Kitui, Kibwezi and Nyandundo.

In furtherance of this mandate, KBC has on diverse times and instances been called upon to render services to the public on the following occasions deemed to be of national importance without making any profits:

These include national days, cultural and sporting events, Presidential functions both local and foreign, Prime Minister's functions e.g. the Public Service Week at the Kenyatta International Conference Centre (KICC) and the Federation of Journalists Forum at the same venue, public forum on the Kenya Communications (Amendment) Act, 2008 at KICC, Public Communications office weekly media briefings, broadcasts to schools, the Public Relations Society of Kenya gala, China Central TV (CCTV), China Radio International (CRI), Japanese programmes, Know your MP, Know your Councillor, Know your Mayor, e.t.c.

The above public broadcasting services constitute 68% of the Corporation's running costs or KSh845.7 million per annum.

Since the beginning of performance contracting in 2004, the Government agreed to meet the cost of Public Broadcasting. However, the Government has failed to meet its financial obligation in full except for KSh1.330 billion and KSh400m received during the financial years 2007/08 and 2005/06 respectively leading to a deficit of KSh2.498 billion over the last five years.

However, a critical examination of KBC's financial position show that the Corporation would be on a sound financial footing were it not for the historical baggage of the Japanese loan and the failure by the Government to meet its financial obligations on public broadcasting.

For instance, in the year 2005-2006 KBC's income stood at KSh.714 million, while in the year 2006-2007 the income rose to KSh925 million. In the financial year 2007-2008 KBC's revenue grew to KSh981 million. This translates to almost 40% growth over the last three years.

Please find attached the feasibility study (**Annex 1**) concerning the Japanese loan and the financial statement (**Annex 2**) in support of the above.

WAY FORWARD

The way forward is for the Government to take over the Japanese loan amounting to KSh5.573 billion and the Government loan amounting to KSh13 billion as at June 30, 2008 together with the accruing interests.

The Government should further honor the arrears of KSh2.498 billion and KSh845.7 million annually in Public Broadcasting as agreed in the performance contracts since year 2004.

b) Circumstances leading to KBC investment of Ksh400 million in K24 and Ghetto Radio.

AD HOC COMMITTEE REPORT ON K24

In early 2007, Regional Reach Limited, a Nairobi-based limited liability company, approached KBC seeking a partnership in starting a 24-hour news channel (see letter attached as annex 3). This, according to the Regional Reach boss, followed the realization that there was hunger for more news than what was offered by the existing television stations.

It is noteworthy that around the same time, KBC had found itself in an awkward position with an idle television frequency it had been holding and which the Communications Commission of Kenya (CCK) had directed the Corporation to surrender as per letter Ref. No DF;4785/CCK/FSM/BC/1 dated 10th April 2007(annex 4)

Regional Reach had applied to CCK for a television frequency but CCK referred them to KBC, of course, being aware that the Corporation had an idle frequency.

Bearing in mind that the concept of Public Private Partnership (PPP) was beginning to take root in Government operations, the KBC management saw an opportunity to make use of the idle frequency by starting a private commercially oriented television station without any direct financial input other than the idle frequency which was being repossessed anyway.

On the strength of the foregoing, a committee was formed comprising KBC and Regional Reach staff members to study the implications of the joint venture and come up with recommendations for the KBC Board's approval.

Following the report of this committee, the KBC Board at a meeting held on June 29, 2007 approved the collaborative arrangement with Regional Reach subject to the following terms and conditions:

- 1) That KBC must have control over the material to be aired
- 2) That the Corporation must exercise due care and diligence to ensure that it gains maximum benefit from the venture,
- 3) That the Corporation must not lose its corporate identity or indeed, its statutory mandate while engaging in the joint business venture,

4) That the initial period of the contract be limited to a maximum of five years.

It is also important to note that in approving this venture, the KBC Board took cognizance of a similar arrangement entered into between KBC and Multichoice in 1996 which had become a major success.

According to the contract signed on August 28, 2007, KBC was to acquire 40% shareholding while Regional Reach was to take up the remaining 60% (**annex 5**).

The venture had the full blessings of the Government and the Minister for Information and Communications officially launched the station on November 24, 2007.

The idea was to launch the station during an electioneering period to give it immense commercial opportunities as it was running news on a 24-hour basis.

However, immediately after the December 2007 General Election, the country plunged into political violence, which affected all media houses as well as other businesses.

K24, therefore, being a young station, and having just invested heavily in modern equipment and personnel, found itself on a wrong footing, making huge loses and finding it difficulty to meet its financial obligations.

But despite the above stated challenges, KBC has a raw deal in the venture between itself and Regional Reach Limited as explained below.

- 1) That the financial situation at K24 may not be as gloomy as the management of Regional Reach would like us to believe because from the audit report in our possession, dated August 21, 2008 prepared by the Chief Revenue Officer lower ratios of the shared costs are being allocated to Regional Reach Limited at the expense of the joint venture, K24. This has led to an exaggeration of the losses reported on the joint venture. See attached auditors report **(Annex 6)**.

Indeed the committee holds the view that the management of Regional Reach is being economical with the truth in regard to the profitability or lack of it of the station, and there is a glaring case of bad faith and lack of full disclosure.

- 2) That the KBC management has failed, refused or neglected to act on the directive of its Board regarding duty of care, diligence and prudent follow up on the goings-on at K24 leading to the obtaining situation where KBC stands to suffer immensely due to the loss-making streak at K24.
- 3) That despite the fact that the KBC Managing Director is chairman of the management committee of the joint venture, there were no regular meetings as stated in the agreement.
- 4) That the KBC management should take full responsibility for failing to follow up on the matter of registration of a limited liability company to oversee

the joint venture between KBC and K24 as provided for in the agreement.

It is therefore clear that the conditions of the Board for the approval of the joint venture were not adhered to.

The most disturbing discovery however, is that Regional Reach Limited is in the process of being sold out to a third party investor contrary to Section 13.1 of the agreement, which states *inter alia*;

“No partner shall without the previous consent of the management committee act or transact any business for or have any dealings with or lend money or give credit to any person on behalf of the partnership.”

This development is taking place without the involvement of the KBC, and is therefore in breach of the contract between Regional Reach and KBC.

This leaves KBC in a precarious position as not only is its shareholding at risk, but it might also be called upon to settle liabilities arising from the partnership with Regional Reach.

The committee also discovered that Regional Reach has not signed the co-siting contract between itself and KBC. This should have been done before the launch of the venture. Regional Reach has also refused to pay the fees due on co-siting. This is contrary to the KBC Board's directive to the management to exercise “due care and diligence” to ensure that the Corporation gains maximum benefit from the venture. A copy of a draft co-siting agreement sent to Regional Reach by KBC is hereby

attached as **annex 7**.

In addition, Regional Reach has refused to pay frequency fees as required by CCK despite the fact that KBC has already been invoiced for the same. It is important to note that KBC, as a public broadcaster, does not pay fees on its frequencies, but CCK slapped a fee of KSh360,000 per annum on the KBC/K24 joint venture since it was of a commercial nature. To date, Regional Reach owes KBC Ksh600,000 on Frequency fees for K24 alone.

Additionally, the committee established that KBC is owed Ksh5.8 Million as co-sitting charges for the Regional Reach-owned Kameme FM yet this debt has absolutely nothing to do with the KBC/K24 partnership. The committee was concerned that the Regional Reach boss was justifying the failure to pay the Kameme co-siting fees to the losses accruing from the Joint venture yet Kameme radio has nothing to do with the joint venture.

Following Regional Reach failure to pay its dues to KBC a letter from the Corporation Secretary, Mr. Hezekiel Oira was sent to the Managing Director of Regional Reach Limited dated 14th November 2008, indicating that the frequency was henceforth deemed to be on lease and that Regional Reach takes full responsibility on all liabilities related to the operations of K24. (See letter attached as **annex 8**).

The Regional Reach boss told the Ad hoc committee that, as far as she was concerned, the spirit of the letter by the CS was to annul the existing relationship between KBC and themselves and that she did not take the matter kindly.

The KBC MD denied having been consulted regarding the letter, and that it was therefore inconsequential. However, the CS insisted that the letter was sent after a lengthy discussion concerning the failure by Regional Reach to pay the dues owed to KBC and avers that he wrote the letter to safeguard the interests of KBC as it had become apparent that the MD was frustrating efforts to pursue the payments.

In view of the foregoing, the committee therefore proposes the following: -

1. That Regional reach pays forthwith all outstanding co-siting fees it owes KBC for both K24 (Ksh.3,218,064) and Kameme FM (Ksh.5,845,218) all **totaling Ksh.9,063,282** as at December 2008.
2. That in addition Regional Reach should repay Ksh600,000 owed to KBC for the K24 frequency annual fees, for which KBC has already been invoiced by the CCK.
3. That upon full settlement of the dues owed to KBC by the Regional Reach, KBC should renegotiate the deal setting new terms and conditions and which should be signed by all parties before commencement of the venture. KBC Board should recommend a time frame for the payment of the debts preferably 30 days.
4. If Regional Reach fails to pay the debts within the time frame then KBC should pull out of this deal without further delay and repossess the frequency

used by K24.

The recommendation to terminate the partnership should be undertaken in line with Clause 17.2 of the agreement, which reads as follows:

- a) **“Any party that purports to assign except as permitted by the agreement, mortgages, charges or otherwise disposes of its shares in the partnership or any interest therein or**
- b) **Commits any serious breach, or commits persistent breaches of any of the provisions of the agreement, fails to remedy the same upon receipt from the other party of a 21-day written notice requiring such partner to do so, or acts in any manner inconsistent with the good faith properly to be observed between partners, etc, the partner shall be entitled to terminate the partnership forthwith by written notice to the other partner.”**

The Board should therefore invoke the above clause in strict adherence to the letter and spirit of the agreement and, perhaps, negotiate leasing the frequency to Regional Reach Limited upon full settlement of all outstanding debts and incidentals.

Finally, the committee established that the procurement procedures as spelt out in the Public Procurement and Disposal Act were not followed in the venture between KBC and K24, nor was there any public invitation for expressions of interest as required by the law.

GHETTO FM RADIO STATION

Regarding KBC's investment in Ghetto FM Radio, the facts of the matter are as follows:

Sometimes towards the end of 2007, Ghetto Radio Netherlands approached KBC for a radio frequency.

Ghetto Radio Netherlands is a not-for-profit organization involved in helping unemployed youth in poor countries. This organization is the main financier of Sarakasi Trust, a Kenya based cultural entertaining troupe.

Ghetto Radio needed a radio frequency to propagate a message of hope and education to the youths living in the slums of Nairobi. It was deemed that this would contribute immensely in rehabilitating youths from the slums and engaging them in respectable revenue generating activities, thus keeping them out of crime and drug abuse.

It is on this basis that Ghetto Radio Netherlands entered into a joint venture (see contract attached as **annex 9**) with KBC to start a radio station. A company called Ghetto Radio Ltd was incorporated for purposes of this partnership.

KBC felt obliged to enter into this partnership as part of its corporate social responsibility.

Just as in the case of K24, a committee was formed by the KBC management to produce a policy paper for the Board.

The Board, in its meeting of June 28, 2007, approved the joint venture under the same terms and conditions as the ones governing the K24 partnership. In reaching this decision the Board was guided by the following logic:

- 1) That there was no financial commitment on the part of KBC other the frequency which was idle.
- 2) KBC was to acquire 50% shareholding which meant that 50% of the advertising revenue would go to KBC.

Unfortunately, the post-election challenges that bedeviled K24 and other media houses early last year did not spare Ghetto Radio. But the good news is that this venture is on a profit-making path.

Ghetto Radio had similar problems in as far as coordination between them and KBC is concerned. The Committee was disappointed with KBC's Management failure to convene meetings. Infact Ghetto staff told us they have been eagerly waiting for KBC Management to advise them not only on operations but also on accounting issues e.g. separation of costs between those for the joint venture and those for other activities. Interestingly they are even willing to give some money to KBC on account of advertising earnings but are unable to remit the payment as certain accounting aspects are not clear.

However, it is advisable that this venture be reviewed in line with the newly enacted Kenya Communications (Amendment) Act, 2008. **Sections 46(F) Clause 2 (d)** the Act does not allow KBC, as a public broadcaster, to enter into a commercial venture with a community radio station, as such stations should be for non-profit.

Whereas the Committee appreciates the humanitarian nature of Ghetto activities as well as KBC's involvement in light of its corporate social responsibility, the new Communications Act puts this partnership in jeopardy.

The Committee therefore recommends that KBC revokes the venture and instead lease out the frequency to Ghetto FM Radio in which case the station will be paying frequency fee to KBC.

c) Could the Minister table a list of the Corporation's News producers, TV news reporters, Artistes, News casters and Managers including their respective qualifications, home districts and salaries?

ANSWER

Attached is a list of KBC employees as requested (**annex 10**).

Under the column on artistes and in line the KBC Act, Cap. 221 Section 2, these are persons not employed

by the corporation but are invited or engaged to participate in the production and broadcasting of programs or parts of programs by sound or television.

These persons are on and off the payroll as they are temporary employees who are always in search of greener pastures.

The committee recommends to the Board through the Human Resource Committee to prepare a policy paper to harmonize recruitment of the artistes and their remuneration.

We also sought an explanation from the Marketing Manager on why the list of Marketing Freelancers appeared skewed towards one region.

In response she explained that these were not employees of the Corporation but persons who walk in and request for opportunities to sell advertising airtime for KBC and that those who manage to raise a certain level of business are allowed to continue selling while non-performers are sent away. The question of their geographical or ethnic background would therefore not arise.

The Marketing Manager assured us that the criteria was also applied in all other media houses when it comes to freelance marketing staff.

Regarding the rationale behind KBC marketing and promotional activities, we attach herewith a list of the same detailing the nature of such expenditure, when

and where it was incurred, amounts involved and the budgetary provisions (**annex 11**).

Finally, we have attached a list of investments made by KBC in the past few years the amounts involved and reasons for such investments (**annex 12**).

Singed by members of the Ad-hoc Committee

1) Mr. Ben Gituku _____ Date: _____
CHAIRMAN

2) Mrs. Catherine Kuria _____ Date: _____

3) Mr. Robert Kungu _____ Date: _____

4) Mr. Ezekiel Mutua _____ Date: _____

5) Mr. Samuel Njeru _____ Date: _____
SECRETARY

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FEASIBILITY STUDY REPORT
AND
IMPLEMENTATION PROGRAMME
ON
THE IMPROVEMENT AND EXPANSION OF
MEDIUM WAVE RADIO BROADCASTING NETWORK
IN
THE REPUBLIC OF KENYA

MINISTRY OF INFORMATION
AND BROADCASTING

FEBRUARY, 1988

C O N T E N T S

INTRODUCTION

PART 1 SUMMARY

PART 2 THE IMPROVEMENT AND EXPANSION OF MEDIUM WAVE
RADIO BROADCASTING NETWORK

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- CHAPTER 3 STATION LOCATION PLAN AND FREQUENCY
ASSIGNMENT
- CHAPTER 4 FACILITY PLAN
- CHAPTER 5 PERSONNEL PLAN
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INTRODUCTION

The Republic of Kenya is situated on the equator in the eastern part of the African continent and is bordered by the Indian Ocean and Somalia in the east, Uganda in the west, Tanzania in the south, and Ethiopia in the north. It is a nation with a total land area of 583,000 square kilometers and a population of about 21,000,000 and where the main industries are tourism agriculture, forestry and fishing.

Kenya became a protectorate of Britain in 1895, and later the Africans organized movements for national independence which was acknowledged at the London Conference in October of 1963 and granted in December of the same year, and Kenya became an autonomous nation within the British Commonwealth. In December of the following year, 1964, it became a republic with Kenyatta, the father of independence, as the President.

Just as events that are important to the foundation of the Republic of Kenya were being unfolded, the broadcasting industry was going through various transitions to establish the present national broadcasting administration, 'Voice of Kenya (VOK)', belonging to the Ministry of Information and Broadcasting. The history of broadcasting in this country

dates back a long time, and the radio broadcasting in particular was started in August of 1928 by the British East African Broadcasting Company. Radio programs of the British Broadcasting Company were relayed at the time for the purpose of education of white settlers residing in Kenya. For a time after World War II, broadcasting was undertaken by a governmental agency of Kenya, but in 1961, the Kenyan Broadcasting Company jointly funded and managed by Britain, Canada, the United States and East Africa was set up. In December of 1963, after Kenya gained independence from Britain, broadcasting was nationalized, VOK was formed and continues to this day.

VOK's broadcasting business is run by placing focus on the following three elements.

- (a) to educate
- (b) to inform
- (c) to provide entertainment

Educating its population is the most important undertaking in order for the Republic of Kenya to develop, and broadcasting is very much relied on as an economical and effective means for education. The educational programs are produced by the staff of VOK as well as by the Kenya Institute of Education which is an agency within the Ministry of Education.

Because the Republic of Kenya is composed of many racial groups, the national language, Swahili, has not become current

nation-wide. The popularization of the national language is treated as one of the important assignments given to the broadcast educational system. As it is widely recognized, television is a superior medium for educational broadcasting because it can provide much information, but the cost for producing television programs is very high. Since VOK is a governmental agency, and its production cost must be covered by the national treasury budget, it is understood that a large-scale educational broadcasting using television programs should be put aside for the next stage, and priority be given to the use of radio broadcasting medium which has a relatively low program production cost as well as low marketing and operating costs, and which suits best to the present state of Kenyan society.

The medium-wave radio broadcasting network of the VOK, which is important to the government of Kenya, currently services only about 30% of the country. In the other regions, there are the supplementary short-wave broadcasting services, but the reception of short-wave broadcasting presents technical problems to the laymen, and more and more people in the regions currently unserved by medium-wave broadcasting are making petitions to the government demanding for an early implementation of the medium-wave broadcasting service.

In view of these circumstances, the government of Kenya has drawn up a feasibility study report and implementation program on the improvement and expansion of the nation-wide medium-wave radio broadcasting network as described below.

PART 1
S U M M A R Y

1. BACKGROUND INFORMATION OF THE PROJECT

Broadcasting is one of the most important projects for improving the social base in the Republic of Kenya, because it serves as an economical, efficient and most effective means of mass communications and of raising the educational level of the general public.

The government of Kenya has set the following policy goals of broadcasting :

- (a) to bestow education and culture to every Kenyan citizen
to disseminate information and to provide wholesome entertainment
- (b) to popularize the national language in Kenya and help formulate a common national ideology
- (c) to support the implementation of National Development Programme

To achieve these goals, television broadcasting medium is most useful, but there are problems in rapidly popularizing the TV sets under the present economic capabilities of the Kenyan population. The government of Kenya has therefore planned this project aiming at a nation-wide coverage medium-wave radio broadcasting service that can be utilized easily by the majority of the population.

In implementing this project, the government of Kenya has requested the cooperation of the Japanese government from the following points of view :

- (a) Japan is the only nation in the world that has wide experiences in broadcast education.
- (b) Japan has superior technology in the electronics, especially in the manufacturing of broadcasting equipments.
- (c) The Japanese government has understanding and interest in cooperating with this type of human resource development project.

2. NECESSITY OF THE PROJECT

Many developing nations are looking for projects that are targeted at the modernization of nation and the development of economy and society, but what is indispensable in pushing forward the national development project is training of human resources that support this and formulating of national identity that is shared by the entire population. To a nation composed of many racial groups, an extraordinary amount of effort is required to make people share a common identity as members of a nation and to raise the educational level of the entire population. But the fact of the matter is that unless developing nations master these difficult tasks, the modernization of nation cannot be realized.

Many developing nations are putting efforts into and enjoying successes from utilizing the broadcast medium as an economical and effective means of educating the population and promoting mass communications within the population.

The government of Kenya has proven the effectiveness of using broadcast media for this purpose with its experiences with the radio and television broadcasting media. The television broadcasting medium in particular is unparalleled for the amount of information it can convey and is an effective mass communications and educational tool.

But because of the high costs of producing programs and constructing broadcasting networks as well as the users'

financial burden, and because of lifestyles of the rural society, the government of Kenya deems it sensible though regrettable to postpone the construction of a nation-wide television broadcasting network in Kenya.

In comparison with the television, radio broadcasting cannot be expected to handle as much information, but because it is economical, it becomes an effective tool for mass communications, effecting a large impact on the entire population. Radio broadcasting is a particularly important undertaking for Kenya because it can convey information to Kenya's agricultural workers, ranchers and foresters.

Up until now; there have been three systems of service, the medium-wave, the FM and the short-wave, but the medium-wave and FM services have been limited and cover only about 30% of the country, and the remaining 70% is serviced by the short-wave.

Short-wave broadcasting is suitable to a long-range wide-area service, but

- (a) the manner in which electric waves are transmitted varies with the time of day and the season.
- (b) stable reception is difficult.
- (c) recently, there have been an increase in interferences by the outside signals.
- (d) tuning of signal receptor is difficult.

For these reasons, the government of Kenya has been receiving demands from many people to construct, as soon as possible, the nation-wide medium-wave radio broadcasting facilities that would guarantee stable receptions. Recently, there has been an even greater number of petitions from the rural population regarding construction of medium-wave radio broadcasting stations, and it has come to a point where the government of Kenya has no choice but to meet the strong demands of the public.

The government of Kenya which had earlier recognized the necessity for building of a nation-wide medium-wave radio broadcasting network as a tool for promoting national development has now reached a decision to implement the project as the number-one priority for the nation.

3. Outline of the Project

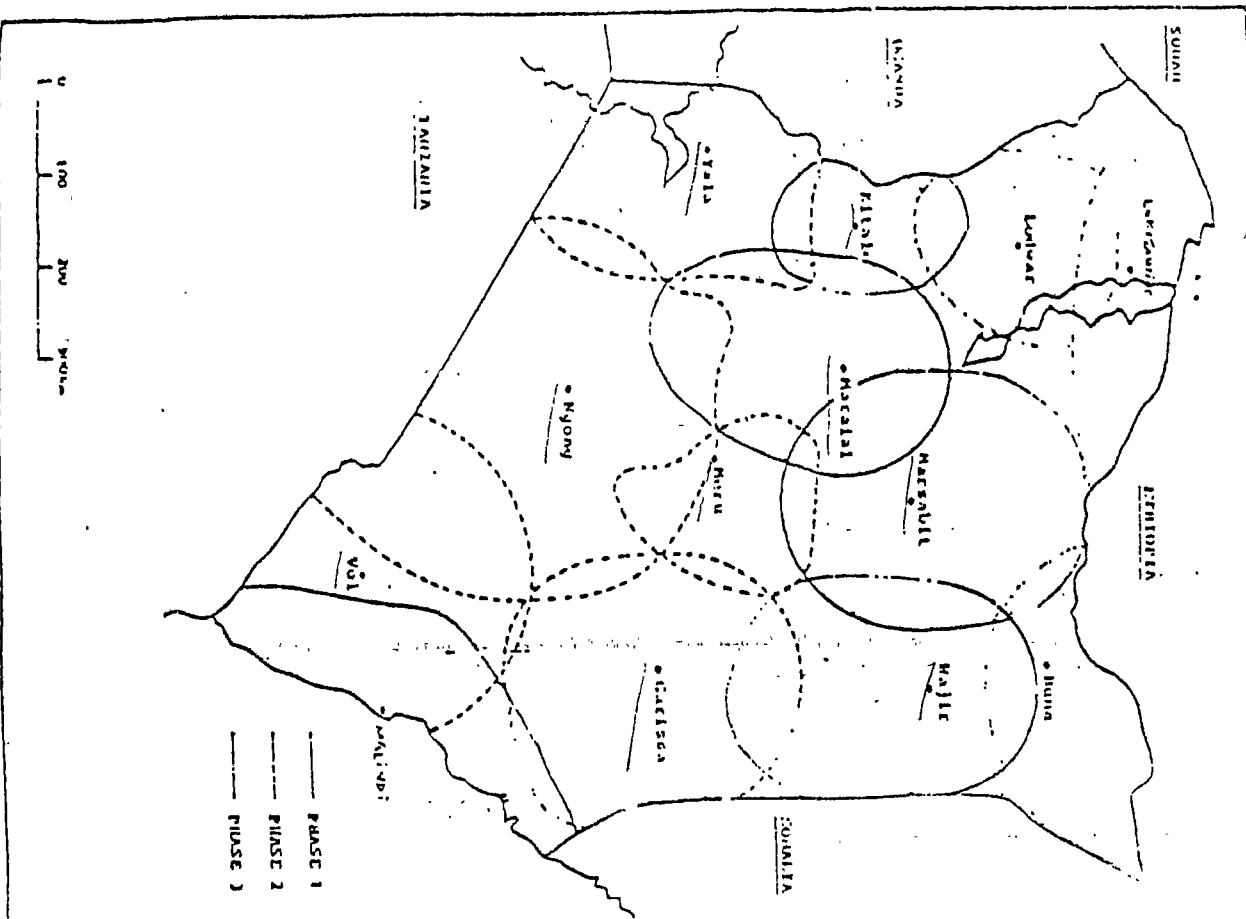
3-1 Station Location Plan

Name of the Station	Location		Height above the Sea Level (m)	Remark
	Longitude	Latitude		
Kitale	34°E58'	1°N1'	1,750 M	Phase - 1
Maralal	35°E40'	1°N8'	1,880 M	
Marsabit	37°E58'	2°N20'	1,505 M	
Wajir	40°E4'	1°N45'	234 M	
Malindi	40°E6'	3°S18'	20 M	
Yala	34°E30'	0°N6'	1,424 M	Phase - 2
Garissa	39°E32'	0°S31'	243 M	
Voi	33°E37'	3°S13'	569 M	
Ngong	26°E41'	1°S19'	1,878 M	
Meru	37°E29'	0°N5'	2,438 M	
Lokitaung	35°E42'	4°N20'	520 M	Phase - 3
Lodwar	35°E35'	3°N8'	622 M	
Buna	39°E30'	2°N50'	658 M	

3-2 Transmitting output power and frequency, and Facilities Plan

Station	Out-put Power (kW)	Fre-quency (kHz)	Antenna Height (m)	e,m,r,p (dB)	Build-ing Space (m ²)	No. of TX System	Input Equip-ment System	Stand-by E/G System
(Phase-1)								
Kitale	50	882	100	17.0	30x25m	2 (N)	2	
		1134	100	17.4	750	2 (G)	2	1
Maralal	100	837	100	20.0	40x30m	2 (N)	2	
		1107	100	20.4	1,200	2 (G)	2	1
Marsabit	50	639	150	17.0	750	2 (N)	2	
		1233	100	17.4		2 (G)	2	1
Wajir	100	927	100	20.0	1,200	2 (N)	2	
		1152	100	20.4		2 (G)	2	1
Malindi	100	567	150	20.8	1,200	2 (N)	2	
		1044	100	20.0		2 (G)	2	1
(Phase-2)								
Yala	100	846	/	/	/	1 (N)	-	
		954	/	/	/	1 (G)	-	-
Garissa	100	720	150	20.0	/	1 (N)	-	
		1314	100	20.4		1 (G)	-	1
Voi	100	540	/	/	/	1 (N)	-	
		981	/	/	/	1 (G)	-	-
Ngong	100	612	150	20.0	1,200	2 (N)	-	
		747	150	20.0		2 (G)	-	1
Meru	100	702	/	/	/	1 (N)	-	
		900	/	/	/	1 (G)	-	-
(Phase-3)								
Lokitaung	20	1224	100	13.0	20x20m	2 (N)	2	
		1548	80	13.0	400	2 (G)	2	1
Loawar	50	1053	100	17.8	750	2 (N)	2	
		1386	80	17.8		2 (G)	2	1
Buna	20	1368	100	13.0	400	2 (N)	2	
		1575	80	13.4		2 (G)	2	1

(N) : National programme
(G) : General programme



SITE LOCATION	POWER	PROPOSED FREQUENCY		PHASE	PRESIDENT POWER
		NATIONAL	GENERAL		
HONG	100KW	612KHZ	747KHZ	2	100KW
TALIA	100	845	954	2	100
VOI	100	540	981	2	100
GARISSA	100	720	7374	2	20
KORU	100	702	900	2	100
KAHALAL	100	217	1107	1	-
MARGADIT	50	639	1233	1	-
MAJIM	100	927	1152	1	-
HALLINDI	100	567	1044	1	-
KITALI	50	882	1134	1	-
LOOVAK	50	1053	1386	1	-
OKTADIT	20	1214	1568	1	-
BUHA	20	1360	1575	1	-

AMR RADIO NATIONAL SERVICE COVERAGE MAP NO. 1

3-3 Personnel Plan

Personnel plan for the operation and maintenance of the Project is shown below :-

Completion of Project	Engineer	Technician	TOTAL
Phase - 1	8 persons	50 persons	58 persons
Phase - 2	-	18 persons	18 persons
Phase - 3	3 persons	22 persons	25 persons
TOTAL	11 persons	90 persons	101 persons

3-4 Project Cost

(1) Construction Cost

Phase	Foreign portion	Local portion (equivalent thousand Yen)
Phase - 1	7,261,919.	223,440. (1,787,520.)
Phase - 2	5,038,541.	48,720. (389,760.)
Phase - 3	5,037,382.	95,760. (766,080.)
TOTAL	17,337,842.	367,920. (2,943,360.)

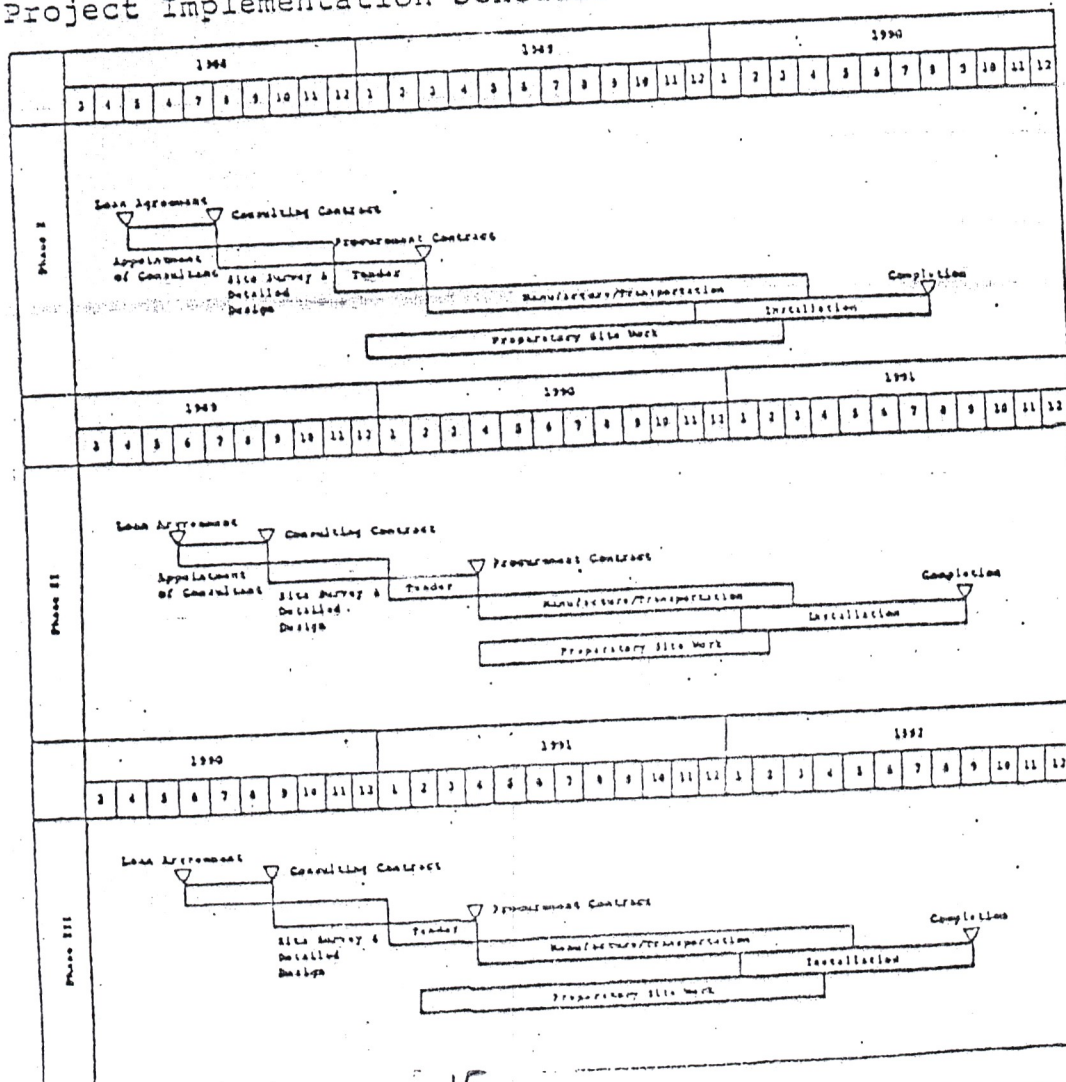
Unit: Thousand Yen - Foreign portion
 Thousand K.Shilling - Local portion

(2) Operation and Maintenance Cost

Unit: Thousand K. Shilling
(equivalent thousand Yen)

Completion of Project	Operation and Maintenance Cost	Electricity/Fuel Cost	Personnel Expenses	TOTAL
Phase - 1	6,631 (53,050)	32,000 (256,000)	2,601 (20,800)	41,232 (329,850)
Phase - 2	4,419 (35,350)	24,000 (192,000)	675 (5,400)	29,094 (232,750)
Phase - 3	2,451 (19,610)	7,750 (62,000)	1,088 (8,700)	11,289 (90,310)
TOTAL	13,501 (108,010)	63,750 (510,000)	4,364 (34,900)	81,615 (652,910)

3-5 Project Implementation Schedule



4. ECONOMIC ANALYSIS

4-1 Financial Analysis

The financial analysis is conducted on the basis of Internal Rate of Return worked out by the Discounted Cash Flow Method, and the sensitivity Analysis is also done concurrently.

The results are as follows, and it can be concluded that this project is feasible.

FIRR 9.6%

Sensitivity analysis :

- (a) 10% decrease of income 7.8%
- (b) 10% increase of operation and maintenance cost 9.2%

4-2 Economic Analysis

The economic analysis of this project will be conducted on the basis of Economic Rate of Return (EIRR) worked out by the Cost-Benefit Analysis, and sensitivity analysis will be done concurrently. The results are as follows. The result is a little lower than the standard figure of the world Bank (8%-12%), but this is because it has not accounted for the social (indirect) benefits which are a big factor in this broadcasting project. The fact that the following figures have been achieved despite it has not taken into account the social benefits indicates that there are no problems with the feasibility of this project.

EIRR 6.7%

Sensitivity analysis :

- (a) 10% decrease of income 7.2%
- (b) 10% increase of operation and maintenance cost 9.2%

4-3 General Appraisal

Broadcasting has been serving a very important role in the Republic of Kenya as an appropriate means of raising the educational level of the population, conveyance of everyday information, and unifying the multi-tribal nation.

With this project, not only will there be expansion of medium-wave broadcasting to the unserved areas, but also the news that takes advantage of the portability of radios various everyday information and educational programs will be broadcast nation-wide. The communication among the citizens will thus be activated, and there will be contributions made to the training of healthy-minded public. Most importantly, the communications gap between the rural population and the people living in the central region will be made narrower.

In implementing this project, there will be considerable construction fee and maintenance and operation costs that must be funded, but the benefits that it will produce such as the removal of communications gap and improvements of education and culture are immeasurable.

PART 2

THE IMPROVEMENT AND EXPANSION OF MEDIUM WAVE
RADIO BROADCASTING NETWORK

CHAPTER 1 THE BACKGROUND AND NECESSITY OF THE PROJECT

1-1 Targets of implementation of broadcasting business in
Kenya

Broadcasting is the most economical and efficient means of education of the general public and mass communications and is regarded by developing nations as one of the most important undertakings in the course of improving the social base.

The objective of the broadcasting business in the Republic of Kenya is to achieve the following three goals.

- (a) to bestow education and culture to every Kenyan citizen, disseminate information, and to provide entertainment
- (b) to popularize the national language in Kenya and help formulate a common national ideology
- (c) to support the implementation of the National Development and Modernization Programme

1-2 Long-term broadcasting development programme and the present state of broadcasting service

In order to promote the development of human

resources which are the driving power for the development of economy and society using broadcasting and as a component of the long-term project on the national development, the government of the Republic of Kenya has assigned the following tasks to VOK.

- (a) to develop healthy-minded citizens through broadcasting
- (b) to activate communications within the population, encourage exchanges of racial culture and performing arts, and promote mutual understanding through broadcasting
- (c) to promote the increase of educational and technical levels of the population through broadcasting
- (d) to encourage every citizen to participate in the national building and provide opportunity for every citizen to enjoy benefits of development through broadcasting
- (e) to provide wholesome entertainment to the entire population through broadcasting
- (f) to provide information for improving the quality of life etc rapidly and equally to the entire population through broadcasting
- (g) to contribute to the international understanding and good will through broadcasting

In order to implement the government's broadcasting policies, most importantly on the education of the public and the support of national development, VOK has obtained the cooperation of the Swedish Telecommunication Consultant, AB, in 1977 and drafted the basic developmental outline and long-term program on how the radio and television broadcasting businesses should be integrally developed in the future, and the construction of broadcasting facilities as been progressing in accordance with this program.

Up until now, the medium-wave radio, the VHF/FM radio and the television media have been developing in parallel and have targeted the southern region which is relatively densely populated. The service system in the main cities of the southern region has therefore neared completion, but broadcast services in the middle and northern regions of the country are still in the starting stages.

In 1987, the Presidential Working Party has re-examined the long-term program for development of broadcasting that was drafted in 1977. The outline of the program is as follows.

- (1) Review of priorities and the objectives of development

i. Stage I (Five years from 1988 to 1992)

Expand coverage of the medium-wave radio broadcasting service to 99% of the land area during this period.

	1988	1989	1990	1991	1992
PHASE-1	Construction of MW Radio Station in the Middle Region				
PHASE-2		Rehabilitation of the Existing Radio Facility			
PHASE-3			Construction of MW Radio Station in the Northern Region		

Give number-one priority to the completion of the medium-wave radio broadcasting network which would enable the entire population to enjoy the benefits of the service at low costs.

ii. Stage II (1990-1992)

Construction of a new program production center in Nairobi.

The purpose of this project is to improve the radio and television broadcasting programs qualitatively and quantitatively.

	1988	1989	1990	1991	1992
Detailed Design	_____				
Civil Construction			_____		
Equipment Installation					_____

iii. Stage III (1993-1997)

Expand coverage of the television broadcasting service (1st Channel) to about 99% of the land area during this period.

	1993	1994	1995	1996	1997
PHASE-1	_____				
	Construction of TV Transmitting Station in the Middle Region				
PHASE-2		_____			
		Rehabilitation of Existing Facility			
PHASE-3			_____		
			Construction of TV Transmitting Station in the Northern Region		

iv. Stage IV (1998-2000)

Expand services of the television broadcasting (2nd Channel) and the regional VHF/FM radio broadcasting to cover cities of the main regions during this period.

	1996	1997	1998	1999	2000
Preparatory work	_____				
Construction work			_____		

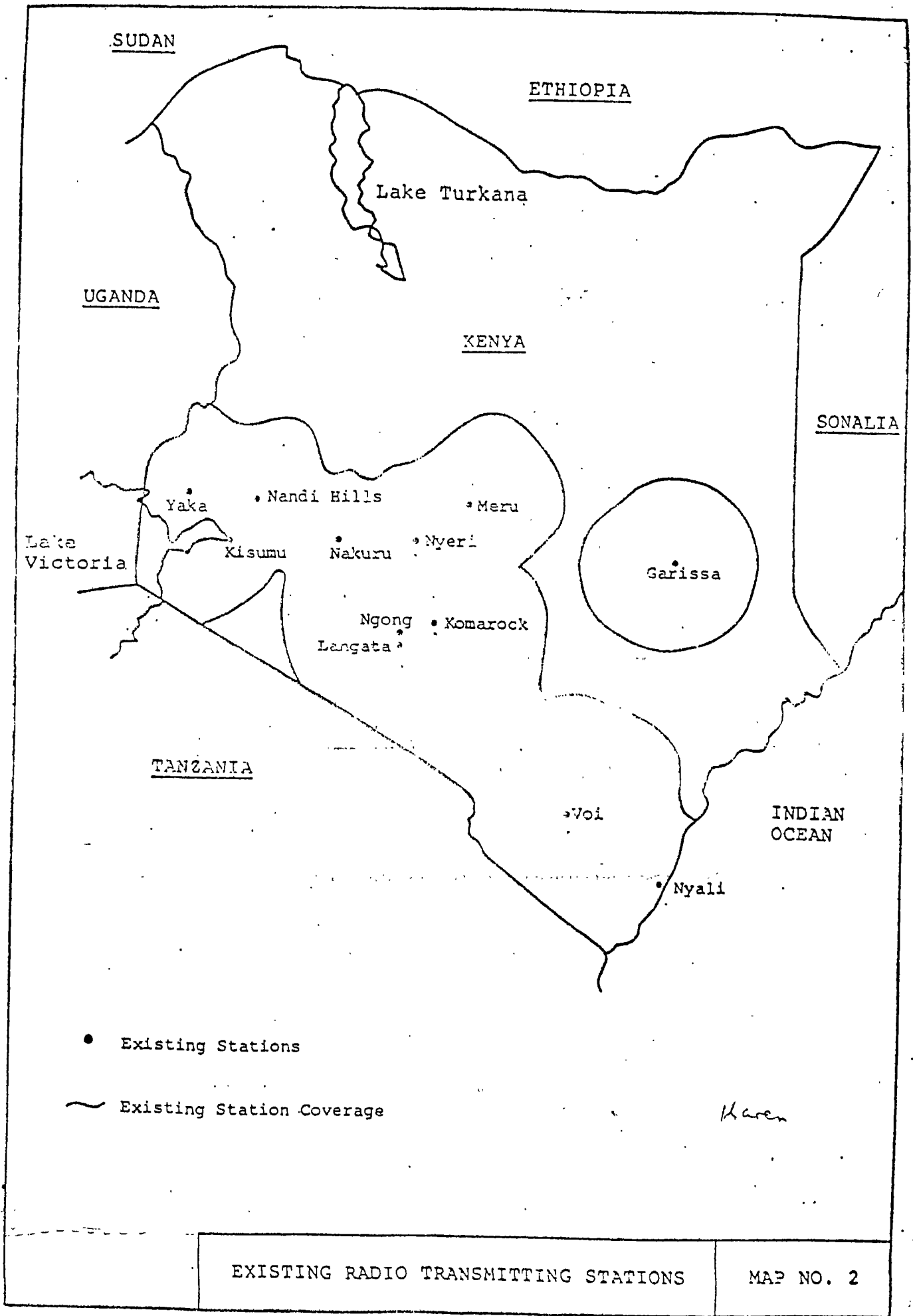
v. Stage V (after 2001)

- a) Completion of the nation-wide network of a second TV channel.
- b) Completion of VHF/FM broadcasting facilities.
- c) Rehabilitation e.g. renovation of medium-wave radio. VHF/FM radio and television facilities.

A long-term program for consecutively implementing these projects was drawn up. Implementation Programme at this time will be based on this revised long-term program for development of broadcasting and will focus on the improvement and expansion of the medium-wave radio broadcasting service network.

- (2) The present state of Broadcasting Service Coverage Service coverage that was achieved up to date is as follows.

Media	Service coverage	
	Population	Land area
Medium-wave radio	60 %	30 %
Television	40 %	8 %
VHF / FM	25 %	5 %



SUDAN

ETHIOPIA

Lake Turkana

UGANDA

KENYA

SONALIA

Lake Victoria

• Yaka

• Nandi Hills

• Meru

Kisumu

• Nakuru

• Nyeri

• Garissa

Ngong
Langata •

• Komarock

TANZANIA

• Voi

INDIAN OCEAN

• Nyali

• Existing Stations

~ Existing Station Coverage

Haren

EXISTING RADIO TRANSMITTING STATIONS

MAP NO. 2

(3) Present Conditions of Medium-wave Broadcasting Facilities

i. Medium-wave Radio Transmitting Facilities

(a) Nairobi (Ngong)

3 system	National	General	Vernacular
Output power	100 kW (50kW x 2 Para. Operation)	100 kW (50kW x 2 Para. Operation)	20 kW (10kW x 2 Para. Operation)
Frequency	611 kHz	747 kHz	1268 kHz
Antenna	Self- supporting	Self- supporting	Guy Tower
Manufacturer	Marconi	Marconi	Marconi
Year	1965	1966	1966

Remarks

All system carried out a single operation with one half the total output power.

(b) Mombasa (Nyali)

2 system	National	General
Output power	20kW x 2	20 kW x 2
Frequency	791 kHz	1079 kHz
Manufacturer	Redifon	Redifon
Year	1960	1960

(c) Voi

2 system	National	General
Output Power	100 kW X 1	100kW x 1
Frequency	540 kHz	981 kHz
Manufacturer	Thomson	Thomson
Year	1983	1983

(h) Nakuru

2 system	National	General
Output power	20kW x 2	20kW x 2
Frequency	918 kHz	1206 kHz
Manufacturer	Thomson	Thomson
Year	1980	1980

(i) Meru

2 system	National	General
Output power	100kW x 1	100kW x 1
Frequency	702 kHz	900 kHz
Manufacturer	Thomson	Thomson
Year	1983	1983

(j) Langata

3 system	National	General	Vernacular
Output power	2kW x 2	0.5kW x 1	0.5kW x 1
Frequency	611 kHz	747 kHz	1268 kHz
Manufacturer	Marconi	Marconi	Marconi
Year	1966	1966	1966

Remarks

All systems are stand-by for Ngong Station.

(d) Garissa

2 system	National	General
Output power	20kW x 1	20kW x 1
Frequency	720 kHz	1314 kHz
Manufacturer	Thomson	Thomson
Year	1983	1983

Remarks (No maintenance parts, out of operation)

(e) Kisumu and Lake

1 system	Vernacular
Output power	5kW x 2
Frequency	881 kHz
Manufacturer	Marconi
Year	1959

(f) Nandi Hills (Kapsimotwa)

2 system	National	Vernacular
Output power	10kW x 2	10kW x 2
Frequency	953kHz	557kHz
Manufacturer	Marconi	Marconi
Year	1970	1970

Remarks (No maintenance parts, out of operation)

(g) Yala

2 system	National	General
Output power	100kW x 1	100kW x 1
Frequency	846 kHz	954 kHz
Manufacturer	Thomson	Thomson
Year	1984	1984

ii Content of Broadcast Service

VOK's radio broadcasting consists of the following two systems of nation-wide network.

- (a) National Service in Swahili
- (b) General Service in English

Both systems broadcast for eighteen hours a day, and the broadcast hours are from 5AM to 11PM. Since the Republic of Kenya is a multi-tribal nation, there are also the following regional broadcasts aiming at securing public consensus and providing information that is relevant to the regional society.

- . Nairobi Broadcast for the middle region
(Use 4 tribal languages)
- . Kisumu Broadcast for the western region
(Use 6 tribal languages)
- . Mombasa Broadcast for the north-eastern region
(Use 4 tribal languages)

Furthermore, there is a broadcast which started in May of 1982 at Homa Bay located along the Lake Victoria, serviced by a community radio station with assistance from the UNESCO and utilizing low-power FM, and which has been dismantled.

Since 1963, there has been a school broadcasting using radio, and currently, there are radio programs for high school education, especially that for training teachers, broadcast with the cooperation of the University of Nairobi, in addition to the programs for elementary and junior high educations. These educational programs are broadcast everyday from Monday to Friday for a total of six hours a day from 9:30AM to 12:30AM and from 2PM to 5PM, and they are contributing greatly to the increase of educational levels of the Kenyan citizens.

(4) Coverage of the Television Broadcast Service and the Present State of Broadcasting Facilities

(a) Service Coverage

Meanwhile, television broadcasting service started on a trial basis in October of 1962 in Nairobi, and continued on a regular basis from the following year, 1963. Next, a relay station was constructed in May of 1964 in Timboroa, about 250 kilometers northwest of Nairobi, aiming at extending service to the whole Kisumu region. Furthermore, in 1969, a television broadcasting station was constructed in Mombasa, and a low-power relay station was set up in Nyeri, 100 kilometers north of Nairobi.

Currently, there are four television transmitting stations in Nairobi.

Timboroa, Mombasa, and Nyeri, but these stations cover only about 30% of the total population.

(b) The Present State of Transmitting Facilities

Currently, there are only the four transmitting facilities listed below.

- i. Nairobi (Limuru) CH-4, 10kW,
Covering Nairobi area
- ii. Timborawa CH-2, 10kW
Covering Western area
- iii. Nyeri CH-10, 1 kW.
Covering Mt. Kenya area
- iv. Mombasa CH-6, 10kW
Covering Southern coastal
area

These four transmitting stations are networked by relay using microwave link, 7 GHz band STL and broadcasting waves.

(c) The Broadcast Program and The Service Content

There are two studio facilities for program production, in Nairobi and in Mombasa, but they are small-scaled, each consisting of two rooms, a program production studio and a news studio. The television programs are broadcast for a total of 42 hours a week, Monday to Friday from 5PM to

10PM, Saturdays from 2PM to 10PM and Sundays from 2PM to 11PM. Of the total broadcast programs, about 50% are programs produced domestically, and the remaining 50% are either obtained from the developed nations and are exchange programs with other African countries made possible through the program exchange center of the URTNA (the Union of National Radio and Television Organization of Africa).

1-3 The Necessity for Implementation of the Project

Many developing nations are looking for projects that are targeted at the modernization of nation and the development of economy and society, but what is indispensable in pushing forward the national development project is training of human resources that support this and formulating of national identity that is shared by the entire population. To a nation composed of many racial groups, an extraordinary amount of effort is required to make people share a common identity as members of a nation and to raise the educational level of the entire population. But the fact of the matter is that unless developing nations master these difficult tasks, the modernization of nation cannot be realized.

Many developing nations are putting efforts into and enjoying successes from utilizing the broadcast medium as an economical and effective means of educating the population and promoting mass communications within the population.

The government of Kenya has proven the effectiveness of using broadcast media for this purpose with its experiences with the radio and television broadcasting media. The television broadcasting medium in particular is unparalleled for the amount of information it can convey and is an effective mass communications and educational tool.

But because of the high costs of producing programs and constructing broadcasting networks as well as the users' financial burden, and because of lifestyles of the rural society, the government of Kenya deems it sensible though regrettable to postpone the construction of a nation-wide television broadcasting network in Kenya.

In comparison with the television, radio broadcasting cannot be expected to handle as much information, but because it is economical, it becomes an effective tool for mass communications, effecting a large impact on the entire population. Radio broadcasting is a particularly important undertaking for Kenya because it can convey information to Kenya's agricultural workers, ranchers and foresters.

Up until now, there have been three systems of service, the medium-wave, the FM and the short-wave, but the medium-wave and FM services have been limited and cover only about 30% of the country, and the remaining 70% is serviced by the short-wave.

Short-wave broadcasting is suitable to a long-range wide-area service, but

- (a) the manner in which electric waves are transmitted varies with the time of day and the season.
- (b) stable reception is difficult.

(c) recently, there have been an increase in interferences by the outside signals.

(d) tuning of signal receptor is difficult.

For these reasons, the government of Kenya has been receiving demands from many people to construct, as soon as possible, the nation-wide medium-wave radio broadcasting facilities that would guarantee stable receptions. Recently, there has been an even greater number of petitions from the rural population regarding construction of medium-wave radio broadcasting stations, and it has come to a point where the government of Kenya has no choice but to meet the strong demands of the public.

The government of Kenya which had earlier recognized the necessity for building of a nation-wide medium-wave radio broadcasting network as a tool for promoting national development has now reached a decision to implement the project as the number-one priority for the nation.

CHAPTER 2 IMPLEMENTATION OF THE PROJECT

2-1 Positioning of the Project within the Long-term Program

- (1) Outline of long-term program for development of broadcasting
 - (a) Improvement and expansion of 2 systems of nation-wide medium-wave radio broadcasting network (General and National Networks).
 - (b) Improvement of radio and television program production centers.
 - (c) Improvement and expansion of the first channel of nation-wide television.
 - (d) Construction of a second channel of nation-wide television.
 - (e) Improvement of local FM broadcasting.
- (2) Outline of the Project

This project will be implemented in the first stage of the long-term program for development of broadcasting and as part of the sixth 5-Year Plan for National Development which takes effect in 1988. During the fifth 5-Year Plan for National Development, five medium-wave radio broadcasting facilities were constructed in the southern region. Some of these medium-wave broadcasting facilities are becoming obsolete, and there will be renovation of existing equipments as well

as construction of 8 new broadcasting facilities implemented in three phases as described below.

(a) Phase 1 Construction of 5 new stations to service the middle region

- Kitale
- Maralal
- Marsabit
- Wajir
- Malindi

(b) Phase 2 Renovation of the system in the existing stations and introduction of stand-by system

- Yala
- Garissa
- Vii
- Ngong
- Meru

(c) Phase 3 Construction of 3 new stations to service the northern region and the improvement of radio and television programme production center facilities in Nairobi

- Lokitaung
- Lodwar
- Buna

The coverage of Medium-Wave radio broadcasting service at the completion of each phase is shown below : -

Phase	Service Coverage	
	Population	Land Area
1	80 %	65 %
2	90 %	75 %
3	99 %	99 %

(3) Basic Facts Regarding Implementation of this Project

(a) Locations of transmitting stations to be constructed.

- i. The locations that had already been selected by VOK (the locations with frequencies already assigned) were given priorities in considering location.
- ii. The transportation of construction materials and equipments as well as the maintenance and operation after construction and the living conditions of employees were all taken into consideration before the final decision was made.
- iii. Places where electric power supply can be obtained for commercial use or where power supply might be obtained economically were selected.

(b) Scale of Transmitting Stations

- i. The transmitting output power for each station is decided basically conforming

to the International Agreement. (LF/MF conference - Geneva 1975). However, co-ordination will be needed before the plan can be modified with respect to transmitter power, location frequencies and directivity.

- ii. To encourage diminution of future operating cost, the plan employs the least required output power covering the required service area.

(c) Required Field Intensity

As standards for the field intensity, the following numerical values are ordinarily used.

High noise-level area	more than 5 mV/m
Medium noise-level area	more than 2mV/m
Low noise-level area	more than 0.25 mV/m

In the case of Kenya, most of the regions targeted for broadcasting should belong to the low noise-level area, so 1 mV/m should suffice as the required field intensity which becomes a standard in deciding the scale of transmission and the scope of service.

(d) Program Transmission

- i. Use KPTC transmission link (10 kHz) if it can be secured at the site.

oh

- ii. If KPTC transmission link cannot be secured, install a private FM link or use shortwave relay as a temporary measure until the KPTC link is set up.

(e) Method of Implementing the Project

- i. The agency which implements this project is VOK.
- ii. The implementing agency (VOK) will hire consultants who will be in charge of management and technical matters of the project e.g. the field survey, detailed design, and management of construction work, in accordance with guideline set by the governments of Kenya and Japan.
- iii. Conform to the rules and guideline of the governments of Kenya and Japan relating to procurement of materials and equipments and construction work.

CHAPTER 3 STATION LOCATION PLAN AND FREQUENCY ASSIGNMENT

3-1 Basic Policies

In order to supply reliable and quality radio broadcasting service to the entire Kenya, station location plan was drafted in accordance with the following basic policies.

- (1) Set up a nation-wide medium-wave broadcast network which consists of two systems, the national service that mainly uses Swahili and the general service in English.
- (2) Aim at increasing coverage from current 60% to 99% of the population.
- (3) Implement constructions in three phases, as part of the 5-Year Plan, becoming effective in 1988.
- (4) Examine whether this Project is consistent with National Development Programme planned by the Government of Kenya.
- (5) Draft a station location plan that effects low post-construction operating cost, maintenance cost and good supply of manpower.
- (6) Regarding new construction and refurbishment of medium-wave transmitting system, in order to prevent signal interference for the neighboring countries'

broadcasting services, select frequency and transmitter output power that conform to the international agreement.

- (7) The current broadcasting network is set up with the techniques from the Western European countries e.g. Britain and France, but it does not perform fully at the present. Taking this condition into consideration, and by actively introducing Japan's high standards of broadcasting techniques, guarantee high-reliability and quality broadcasting services for years to come.

3-2 Selecting Station Sites

Medium-wave broadcasting is a sound broadcasting that is produced in the form of amplitude modulation of both-side band wave and that uses medium-wave band frequencies from 526.5 kHz to 1606.5 kHz. Since medium-wave broadcasting is usually carried through surface waves that are transmitted along surface of the ground, one should study the following points in selecting station sites (transmission points), in order to send electric waves efficiently to the targeted service areas.

- (1) A good ground conductivity is desirable at the surrounding area of the transmitting antenna for the broadcasting waves to radiate efficiently.

- (2) When broadcast waves are transmitted with the antenna at the center, it is not desirable that there be obstacles such as a tower carrying power transmission lines, chimney or steep mountain range surrounding the broadcasting station.
- (3) For antennas to function efficiently, it is necessary to add a good radial earth wires, and for this, it is desirable that the area of radius 200 m centered by the antenna tower be flat and humid and contains soft earth.
- (4) But avoid areas with weak, soft land that would require large-scale basic construction works when setting up an antenna tower for a branch line.
- (5) It is desirable that the transmitting station be located near the center of the targeted service area but it should not be too close to the city such that the number of households within the blanket area becomes in excess of 0.1% of the total number of households within the service area.

(NOTE) Blanket area : a region in which the field intensity of the surface wave is too strong (more than 5 V/m) such that it is impossible to receive signals from other broadcasting stations.

- (6) In the case of medium-wave broadcasting station with large output (more than 100 kW), in order to prevent broadcast waves from forming interferences to the telephone network or inductive voltage interferences to the home appliances, there should not be a concentration of residences in the area 1 to 2 kilometers surrounding the broadcasting station.
- (7) Another necessary condition is that program relay link can be secured, and conditions of the power supply are stable. It is also desirable to have good conditions for transporting equipments and fuel.

Station location plan was drafted by considering all the above points.

3-3 Outline of Station Location Plan

As it is indicated in Map No.1, construction of new broadcasting stations in 8 sites nation-wide and renovation of 5 existing stations are proposed as the most cost effective and technically appropriate means of covering the whole of Kenya with medium-wave broadcasting. The improvements are scheduled to take 5 years divided into 3 phases.

PHASE	DESCRIPTION	STATION
1 '88 - '90	Construction of 5 new stations in the Middle and Northern West region	Kitale (50 Kw) Maralal (100 Kw) Marsabit (50 Kw) Wajir (100 Kw) Malindi (100 Kw)
2 '89 - '91	Rehabilitation and up-grading of 5 existing stations in the Middle and Southern region	Yala (100 Kw) Garissa (100 Kw) Voi (100 Kw) Ngong (100 Kw) Meru (100 Kw)
3 '90 - '92	Construction of 3 new stations in the Northern region	Lokitaung (20 Kw) Lodwar (50 Kw) Buna (20 Kw)

3-4 Frequency Assignment Plan


Table No. 1 lists frequencies of medium-wave broadcasting that were allocated to Kenya by the Frequency Assignment Plan for LF/MF Broadcasting stations that was agreed at the "Regional Administrative LF/MF Broadcasting Conference (Regions 1 and 3), Geneva, 1975".

Table No. 1


Available Medium Wave Frequencies

(Total allocation in Kenya - according to ITU 1975 Frequency Plan)

Station	No. of Frequency	Frequency (kHz) / Power (Kw)				
Nairobi	7	567/100 1269/20	612/100 1566/10	675/20	747/100	1152/100
Mombasa	7	639/50 1305/20	792/20 1521/5	927/100	1080/20	1233/50
Kisumu	6	666/20	837/100	882/100 846/100	954/100	1539/5
Nandi Hills	2	558/20	954/20			
Nakuru	6	918/20 1593/5	1134/20	1206/20	1386/20	1575/20
Voi	3	540/50	981/100	1044/100		
Nyeri	3	1017/20	1053/20		1368/20	
Meru	4	702/100	900/100	1107/100	1449/20	
Garissa	3	720/20	1224/20	1314/20		
Marsabit	4	783/5	1125/5 1179/5	1350/5	1548/20	
Kitale	3	1278/5	1404/5	1494/5		
Lamu	3	810/5	1170/5	1422/5		
Malindi	3	738/5	1026/5	1557/5		
Maralal	3	1179/5	1359/5	1503/5		



The Station location plan and Frequency assignment as described in Map No. 1 was drafted based on this frequency plan in Table No. 1 and by conforming as much as possible to the international agreement. If it is necessary to alter the transmission output power or a new allocation of frequency, it is required to make applications to the IFRB for a plan change and obtain international approval.



system is usually employed, a main/stand-by system which has a simple configuration is to be adopted in this project.

Therefore, two main transmitters and two stand-by transmitters are to be employed for the transmission of two programs in this project.

1-2 Power Facility

- (1) The commercial power is to be adopted as the usual power.
- (2) For the countermeasure against commercial power failure, each station is to be furnished with one engine generator system.
- (3) These engine generators to be adopted in this project have the following capacities for the individual transmitting output powers. It should be noted that the stand-by generator will not operate all transmitters.

Transmitter Output Power	Capacity of Engine Generator
20kW	100KVA
50kW	200KVA
100kW	350KVA
For station building	50KVA

4-1-3 Transmitting Antenna

- (1) Base insulation type guyed antenna is to be used for the transmitting antenna at each station.
- (2) ATU is to be furnished in the neighborhood of the base of the antenna, and the transmitter output from the station building is to be connected through an open feeder line.
- (3) A total of 120 radial earth elements are to be installed at intervals of 3° to be as long as the antenna mast.
- (4) A directional antenna using two masts is to be adopted for the following stations :
 - 1) Malindi Station
 - 2) Lokitauung
 - 3) Buna Station

4-1-4 FM Link

- (1) For program transmission, two FM transmitters and one directional antenna are to be provided at the existing microwave stations so that programs can be transmitted by one hop. At Maralal Station programs can be transmitted by two hops.
- (2) For each transmitting/receiving antenna for FM link use, a 20m guyed mast is to be provided.

Facility plan for each station is described in Table No. 2.

Table No. 2

KENYA VOK MM PROJECTS COMPOSITION LIST

	PHASE - I								PHASE - II					PHASE - III			
	KITALA	MARALAL	MARSABIT	MAJIR	MAUNDI	YALA	GARISSA	VOI	NOONG	HERU	UKURU	LODHAR	BUNA	NAIROBI			
1.	MM Transmitting Equipment																
	(20kw + 20kw) x 2 program																
	(50kw + 50kw) x 2 program																
	(100kw + 100kw) x 2 program																
(100kw) x 2 program																	
2.	AUX Equipment (PIE, Measuring -- etc.)																
3.	FM Link																
4.	Installation Materials																
5.	MM Antenna System																
6.	Engine Generator																
7.	Studio Equipment																

CHAPTER 5 PERSONNEL PLAN

Each transmitting station is to be operated by three groups of technicians who will work in three shifts. That is, one technician group is to be engaged in the operation of the transmitting station for 24 consecutive hours and then take two days' off. An engineer is to be assigned to work as the supervisor at each transmitting station for supervising and guiding technicians in equipment operation. In order to support equipment operation and maintenance at each transmitting station, a technical center is to be provided in Nairobi, and when a problem is encountered in operation or maintenance at a transmitting station, personnel belonging to the technical center will be dispatched to the site to support the operating personnel of the transmitting station in solving the problem.

The expected number of personnel to be increased in connection with the accomplishment of this project as per the above-mentioned principle is shown in the following table. In order to provide these personnel, VOK is currently engaged in personnel training.

Station	System after Completion	Engineer	Technician
<u>Phase I</u>			
Maralal	(2x100Kw Main/Standby MW TX) x2 systems	1 person	9 persons
Wajir	" "	1 "	9 "
Malindi	" "	1 "	9 "
Kitale	(2x50Kw Main/Standby MW TX) x2 systems	1 "	8 "
Marsabit	" "	1 "	8 "
Nairobi	Technical Center	3 persons	7 persons
<u>Phase II</u>			
Ngong	(2x100Kw Main/Standby MW TX) x2 systems	-	-
Voi	" "	-	4 persons
Yala	" "	-	4 "
Garissa	" "	-	6 "
Meru	" "	-	4 "
<u>Phase III</u>			
Lodwar	(2x50Kw Main/Standby MW TX) x2 systems	1 person	8 persons
Lokitaung	(2x20Kw Main/Standby MW TX) x2 systems	1 "	7 "
Buria	" "	1 "	7 "
TOTAL :		<u>11 persons</u>	<u>90 persons</u>

CHAPTER 6 PROJECT COST AND CONSTRUCTION SCHEDULE

(1) Project Cost.

Project Cost on yearly basis and station basis is shown in Table No. 3 and Table No. 4 respectively.

Table No. 3
Yearly Project Cost

	1988	1989	1990	1991	1992	Total
Foreign Portion (in thousand Yen)	242,064	3,854,495	6,068,383	4,681,139	2,491,761	17,337,842
Local Portion (in thousand K.Sh.)	-	160,440	87,560	91,560	28,560	367,920

Table No. 4

Project Cost for Each Station

Station	Foreign Portion (thousand Yen)		Local Portion (thousand K.Shilling)
	Equipment	Service	
<u>Phase I</u>			
Kitale	722,673	276,920	36,800
Maralal	1,221,033	276,920	46,400
Marsubit	860,673	276,920	36,800
Wajir	1,200,303	276,920	46,400
Malindi	1,111,533	362,880	46,400
Sub-Total	5,116,215	1,470,560	212,800
Consultancy	329,339		-
Contingency	345,805		10,640
Total	7,261,919		223,440
<u>Phase II</u>			
Yala	444,025.5	200,340	-
Garissa	907,255.5	277,340	-
Voi	444,025.5	200,340	-
Ngong	1,175,073	277,340	46,400
Meru	444,025.5	200,340	-
Sub-Total	3,414,405	1,155,700	46,400
Consultancy	228,505		-
Contingency	239,931		2,320
Total	5,038,541		48,720
<u>Phase III</u>			
Lokitaung	761,890.5	382,872	27,200
Lodwar	848,073	281,456	36,800
Buna	761,890.5	382,872	27,200
Nairobi, Studio	1,000,000	150,000	-
Sub-Total	3,371,854	1,197,200	91,200
Consultancy	228,453		-
Contingency	239,875		4,560
Total	5,037,382		95,760
Grand Total	<u>17,337,842</u>		<u>367,920</u>

(2) Operation and Maintenance Cost

Operation and Maintenance Cost required for each station mainly consists of maintenance cost, electricity and fuel cost and personnel expenses.

Operation and maintenance cost for this project is estimated as follows.

Maintenance cost includes that of operation and maintenance for equipment, building, Mast, vehicles, and so on.

Table No. 5

Operation and Maintenance Cost

Unit : Thousand K. Shilling

	<u>Operation and Maintenance Cost</u>	<u>Electricity</u>	<u>Fuel</u>	<u>Personnel Expense</u>	<u>Total</u>
<u>Phase 1</u>					
Maralal	1,521	5,000	3,000	425	9,946
Wajir	1,521	5,000	3,000	425	9,946
Malindi	1,521	5,000	3,000	425	9,946
Kitale	1,034	2,500	1,500	388	5,422
Marsabit	1,034	2,500	1,500	388	5,422
Nairobi Technical Center	-	-	-	550	550
Sub-Total	6,631	20,000	12,000	2,601	41,232
<u>Phase 2</u>					
Ngong	646	2,500	1,500	0	4,646
Yala	646	2,500	1,500	150	4,796
Voi	959	2,500	1,500	150	5,109
Garissa	1,521	5,000	3,000	225	9,746
Meru	646	2,500	1,500	150	4,796
Sub-Total	4,418	15,000	9,000	675	29,093
<u>Phase 3</u>					
Lodwar	1,034	2,500	1,500	388	5,422
Malindi Lokitaung	709	1,125	750	350	2,934
Buna	709	1,125	750	350	2,934
Sub-Total	2,452	4,750	3,000	1,088	11,290
Grand Total	13,501	39,750	24,000	4,364	81,615

(3) Construction Schedule

Set the total period for construction work at 5 years, and implement it by deviding it into 3 phases.

Phase 1 : Construct new stations at five sites, in Katale, Maralal, Wajir, Marsabit and Malindi.

Phase 2 : Rehabilitate existing stations, and implement for the following 5 sites.

(1) Additionally install one 100 Kw transmitter for each two programme for establishing main/stand-by transmitter system with the existing equipment.

(Yala, Voi and Meru)

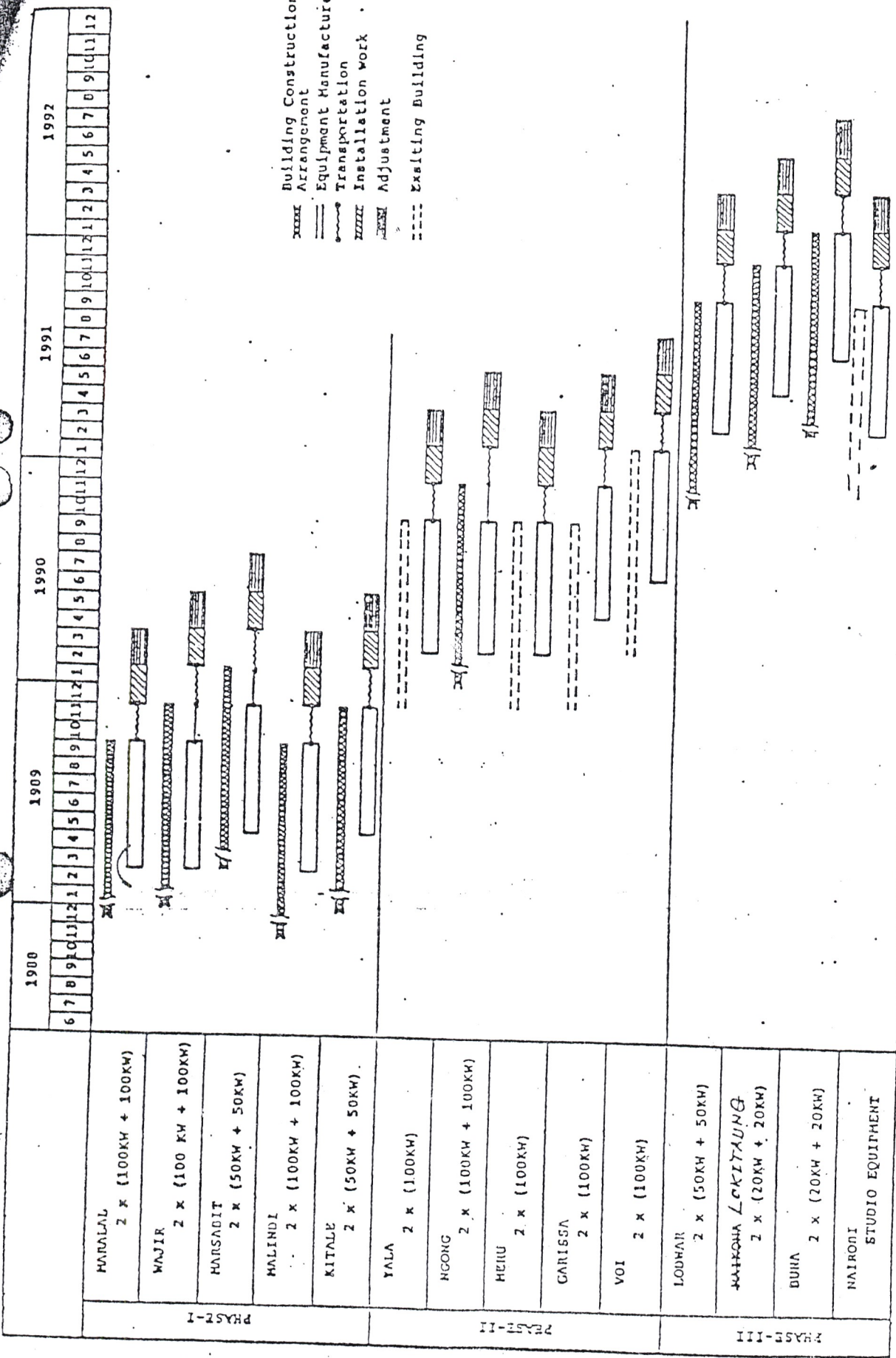
(2) Replacing the existing equipment, renovate fully the transmitter, antenna and power supply equipment.

(Ngong)

(3) Up-grade the transmitter output power to 100 Kw and renovate the transmitter, antenna and power supply equipment.

(Garissa)

Phase 3 : Construct new stations at three sites in Lodwar, Lokitaung and Buna and renovate the studio equipments at broadcasting center in Nairobi.



Building Construction
 Arrangement
 Equipment Manufacture
 Transportation
 Installation work
 Adjustment
 Existing Building

CHAPTER 7 FINANCIAL-ECONOMIC ANALYSIS AND APPRAISAL

1. Financial Analysis

1-1 Method of Analysis

The financial analysis shall be conducted on the basis of Internal Rate of Return (FIRR) worked out by the Discounted Cash Flow Method and the Sensitivity Analysis shall also be done.

1-2 Prerequisites

The FIRR shall be obtained under the following prerequisites.

- (1) Total revenue is estimated based upon the sum of the revenues from the radio receiving fee, the radio receiver license fee and the radio commercial rate.
- (2) Total cost is estimated totaling the project investment, the working capital, the operation and maintenance cost and the paid principal and interest.
- (3) The project will start in 1988 and the project life is expected to last 20 years after 1990.
- (4) The exchange rate is estimated to be 1 Kenya shilling against 8 yen for the analysis purpose.
- (5) The number of radio receivers licensed is assumed to be continuously increasing even after 1987 at the rate of 5.1% which was the actual average increase

for 3 years 1984 through 1986 according to the statistic by the government of Kenya. (Refer to Table 7.1)

Table 7.1
Forecast of Radio Receivers Licensed

(Unit: 1,000)

Year	Number of license	Year	Number of license
1990	213.9	2000	351.7
1991	224.8	2001	369.7
1992	236.3	2002	388.5
1993	248.3	2003	408.3
1994	261.0	2004	429.2
1995	274.3	2005	451.1
1996	288.3	2006	474.1
1997	303.0	2007	498.2
1998	318.4	2008	523.7
1999	334.7	2009	550.4

1-3 Estimate of Revenue

1-3-1 Radio Receiving Fee

The annual 40 Kenya Shillings for radio receiving being proposed by VOK is assumed to be actually collectible from the license during the corresponding period of the project life.

(Refer to Table 7.2)

1-3-2 Radio Receiver License Fee

The existing rate of 20 Kenya Shillings per unit is applied. (Refer to Table 7.2)

1-3-3 Radio Commercial Rate (Refer to Table 7.2)

- (1) In consideration of the broadcast coverage to be improved twice as wide as present through this project, the commercial rate will be raised to twice that of B time spot broadcast for 45 seconds as of Jan. 1987, that is the rate for general service and national service will become 1,340 and 2,600 Kenya Shillings respectively.
- (2) The ratios of hours taken up by general service and national service in commercial broadcast according to the survey in 1977 were 8% and 11.7% respectively. Therefore, these figures are used for the analytical purpose.

Table 7.2
Breakdown of Estimated Revenue

Year	Radio Receiving Fee	Radio Receiver License Fee	Radio Commercial Rate	Total Revenue
1	0	0	0	0
2	0	0	0	0
3	254464	34224	1729855	2018543
4	326400	35968	1729855	2092223
5	402016	37808	1729855	2169679
6	481472	39728	1729855	2251055
7	564992	41760	1729855	2336607
8	652768	43888	1729855	2426511
9	745024	46128	1729855	2521007
10	755584	48480	1729855	2533919
11	943872	50944	1729855	2724671
12	1050976	53552	1729855	2834383
13	1163520	56272	1729855	2949647
14	1281824	59152	1729855	3070831
15	1406144	62160	1729855	3198159
16	1536800	65328	1729855	3331983
17	1668384	68672	1729855	3466911
18	1818496	72176	1729855	3620527
19	1970208	75856	1729855	3775919
20	2129632	79712	1729855	3939199
21	2297216	83792	1729855	4110863
22	2473344	88064	1729855	4291263

A. ACTUAL FINANCIAL STATEMENTS FOR 3 YEARS

INCOME & EXPENDITURE

	2007/08	2006/07	2005/06
	KSH	KSH	KSH
INCOME	981,206,885	925,322,378	714,998,260
EXPENDITURE	2,736,351,882	2,377,309,880	2,325,617,641
PROFIT/(LOSS)	(1,755,144,997)	(1,451,987,502)	(1,610,619,381)
NB/ INCOME EXCLUDES GOK LOAN	1,330,000,000	-	400,000,000

BALANCE SHEET

	2007/08	2006/07	2005/06
	KSH	KSH	KSH
NON CURRENT ASSETS	3,284,731,627	3,314,319,574	3,412,180,645
CURRENT ASSETS	1,003,001,943	860,579,894	927,335,649
TOTAL ASSETS	4,287,733,570	4,174,899,468	4,339,516,294
EQUITY & LIABILITIES			
EQUITY	928,487,590	928,487,590	928,487,590
PROFIT AND LOSS	(16,409,484,089)	(15,854,937,670)	(14,378,358,878)
NON CURRENT LIABILITIES			
OECF (JAPAN) LOAN	5,573,232,955	6,012,544,857	6,284,352,806
GOK LOAN	13,028,080,115	11,113,110,675	9,658,787,226
TOTAL NON CURRENT LIABILITIES	18,601,313,070	17,125,655,532	15,943,140,032
CURRENT LIABILITIES			
CREDITORS	1,167,416,997	1,975,694,016	1,846,247,550
TOTAL CURRENT LIABILITIES	1,167,416,997	1,975,694,016	1,846,247,550
TOTAL EQUITY & LIABILITIES	4,287,733,568	4,174,899,468	4,339,516,294

B. FINANCIAL STATEMENTS EXCLUDING OECF (JAPAN) LOAN AND GOK LOAN

INCOME & EXPENDITURE

	2007/08	2006/07	2005/06
	KSH	KSH	KSH
INCOME	981,206,885	925,322,378	714,998,260
EXPENDITURE	1,388,097,692	1,191,942,423	1,139,147,239
PROFIT/(LOSS)	(406,890,807)	(266,620,045)	(424,148,979)
ADD			
PUBLIC BROADCAST	845,700,000	845,700,000	845,700,000
NEW PROFIT/ (LOSS)	438,809,193	579,079,955	421,551,021
NB/ INCOME EXCLUDES GOK LOAN	1,330,000,000	-	400,000,000

BALANCE SHEET

	2007/08	2006/07	2005/06
	KSH	KSH	KSH
NON CURRENT ASSETS	3,284,731,627	3,314,319,574	3,412,180,645
CURRENT ASSETS	1,003,001,943	860,579,894	927,335,649
TOTAL ASSETS	4,287,733,570	4,174,899,468	4,339,516,294
EQUITY & LIABILITIES			
EQUITY	9,216,075,988	9,216,075,988	9,216,075,988
PROFIT AND LOSS	(6,095,759,417)	(7,016,870,536)	(6,722,807,652)
TOTAL CURRENT LIABILITIES	3,120,316,571	2,199,205,452	2,493,268,336
CURRENT LIABILITIES	1,167,416,997	1,975,694,016	1,846,247,550
TOTAL EQUITY & LIABILITIES	4,287,733,568	4,174,899,468	4,339,515,886



REGIONAL REACH LIMITED
 LONGONOT PLACE, 3RD FLOOR, P.O. BOX 49640, NAIROBI.
 TEL: 217963, 315087, 312110, 312111, FAX: 249781.
 e-mail: regionalreach@kamemefm.com

26th April, 2007

Mr. D. Waweru
 Managing Director
 Kenya Broadcasting Corporation
 P. O. Box 30456-00100
 Nairobi

Dear Mr. Waweru,

Re: Proposal for Partnership with Kenya Broadcasting Corporation

Regional Reach Limited was granted authority to operate a television station by the Ministry of Information and Communications in a letter dated 11th January, 2005. (a copy of the letter granting the license is enclosed). The company plans to launch a television channel during 2007 that will focus on local programming targeted at promoting Kenyan culture, economic and educational development, health and housing issues, local music as well as a limited amount of regional and international content.

The proposed television channel will broadcast content "about Kenya, for Kenya and by Kenyans". In our view, an unexploited "niche" exists in the broadcast sector for a television channel focusing primarily on locally-produced programs.

We applied for a frequency allocation for the television station from Communications Commission of Kenya (CCK) on 2nd December, 2005. We have been advised by CCK that frequency allocations to television broadcasters will be made after the country migrates to digital terrestrial broadcasting (DVB-T) in a few years time.

We understand that Kenya Broadcasting Corporation (KBC) has been identified as one of the infrastructure providers/signal distributors when the country transits to digital broadcasting.

I am writing to propose that KBC enters into a revenue-sharing partnership with Regional Reach Limited. We would like to request that KBC allow us use of one of your analogue television frequencies for a limited period. The partnership would enable us to broadcast the station's content on a pilot basis and at the same time would provide KBC with revenue. When CCK allocates a frequency to Regional Reach Limited, we hope to enter into a contract with KBC as the signal distributor of our television signal.

I will forward a draft Memorandum of Understanding (MOU) between KBC and Regional Reach Limited for the proposed partnership for your consideration in due course.

We hope you will consider this proposal favourably as we believe it will be for the mutual benefit of both KBC and Regional Reach Limited.

Yours sincerely,

R. Kimotho
 Managing Director



MINISTRY OF INFORMATION AND COMMUNICATIONS

Telephone Nairobi 4242000
Telegrams "CCK", Nairobi
When replying please quote

Office of the Permanent Secretary
P.O. Box 30025
NAIROBI
KENYA

Ref. No. MIC/CONF/14/01/Vol.A/(30)

11th January, 2005

R. Kimotho,
Managing Director,
Regional Reach Limited,
P. O. Box 49640
NAIROBI

AUTHORITY TO OPERATE A TELEVISION STATION

Please refer to your letter dated 22nd December, 2004 on the above subject.

Your request has been given due consideration and it has been approved that Regional Reach Limited be issued with a licence to operate TV Station to cover Nairobi, Nyeri, Meru and Nakuru.

It should, however, be noted that the Government will reserve the right to prescribe such conditions as deemed necessary and that, the Broadcasting Bill and subsequent Bills presented to Parliament will provide the basis for regulatory mechanisms for Radio and Television stations in the country.

Please note that it will be necessary for you to liaise with Communications Commission of Kenya (CCK) with regard to allocation of frequency subject to availability of such frequencies.

You should also note that this licence is **NOT** transferable without the authority of the Minister for the time being responsible for Information and Broadcasting.



Eng. James Rege
PERMANENT SECRETARY

C.C. Director General
Communications Commission of Kenya
NAIROBI

DF: 4785/CCK/FSM/BC/1



1224
ANNEX 4

69

10th April 2007

Communications
Commission
of Kenya

KENYA BROADCASTING CORPORATION
MANAGING DIRECTOR'S OFFICE

Managing Director
Kenya Broadcasting Corporation
P.O. Box 30456
NAIROBI 00100

DATE: 11/04/2007

RECEIVED

Dear Sir,

SURRENDER OF UNUSED TELEVISION AND FM SOUND
BROADCAST FREQUENCIES

It had come to the attention of the Commission that you are holding frequencies which were assigned to you but you have so far not put them to service. These include both Television channels and FM Audio frequencies.

Considering that this is a scarce resource and that the country intends to embrace digital television broadcasting in the very near future, there is thus need for you to take stock of your needs.

The Commission therefore requests you to surrender all other frequencies not featuring in your immediate plans.

Yours faithfully,
Communications Commission of Kenya

T.M.M. Olwero
For: DIRECTOR-GENERAL

St
cc M/S

plse advise

DW
11/4/07

St
(ii) AMTS (PRD)

plse note and
urgently complete
a list of frequencies
assigned but not
in use, if any.

St
11/4/07
M/S

ANNEX 5

Copy 5/1124

PARTNERSHIP AGREEMENT

DATED 28TH AUGUST 2007

BETWEEN

KENYA BROADCASTING CORPORATION

AND

REGIONAL REACH BROADCASTING LIMITED

OPERATION OF A TELEVISION BROADCASTING
STATION

KAPLAN & STRATTON

Advocates

Williamson House

4th Ngong Avenue

P.O. Box 40111

Nairobi 00100

Tel.: +254 (020) 2841000

Fax: +254 (020) 2734667

E-mail: ks@kapstrat.com

- (m) **"Relevant Ratio"** means the respective proportions in which the Partners are entitled to share in the Profit from time to time as set out in Schedule 1.
- (n) **"Spectrum"** means the frequencies assigned by the Communications Commission of Kenya to KBC under the provisions of the Kenya Communications Act, 1998 and which KBC will avail for use in the Partnership Business in accordance with the provisions of this Agreement;
- (o) **"Station"** means the television broadcasting service established and operated by the Partners pursuant to this Agreement.

1.2. Each reference in this Agreement to:

- (a) "writing" and cognate expressions includes a reference to any communication effected by telex, facsimile transmission or any comparable means;
- (b) a written resolution or instrument being "signed" by any Partner includes, in the case of such a communication, a reference to its being sent by and in the name of that Partner;
- (c) a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- (d) a clause or Schedule is a reference to a clause of or a Schedule to this Agreement; and
- (e) one gender shall include any other gender.

1.3. The headings in this Agreement are for convenience only and shall not affect its interpretation.

2. CONSTITUTION OF THE PARTNERSHIP

- 2.1. With effect from the commencement of business on 1st November 2007 (the **"Commencement Date"**) the Partners shall carry on in partnership the business of operating a terrestrial television channel through the Station and such other activities as the Management Committee may decide, on the terms of this Agreement.
- 2.2. The Partnership Business shall be carried on under the name **"KENYA 24 TELEVISION"** or such other name as the Management Committee may from time to time decide.
- 2.3. The Partnership shall continue for a period of five (5) years from the Commencement Date unless terminated earlier in accordance with clause 17. The Partnership, may upon expiry of this Agreement be extended for such further period as the parties may determine provided that one party shall have given written notification to the other not later than six (6) months prior to the expiry of this Agreement of its intention to extend the Partnership. Without prejudice to the foregoing, the Management Committee may, not earlier than twelve (12) months prior to the expiry of the Agreement request each Partner to indicate to the other Partner of its intentions with respect to the possible extension of the Agreement and if necessary shall facilitate negotiations between the Partners in that connection.

THIS PARTNERSHIP AGREEMENT is made on 28th August 2007 between:

- (1) KENYA BROADCASTING CORPORATION ("KBC") a statutory corporation established under the Kenya Broadcasting Act (Chapter 221, Laws of Kenya), and having a place of business at Harry Thuku Road, P.O. Box 30456 – 00100, Nairobi; and
- (2) REGIONAL REACH BROADCASTING LIMITED ("RRBL") a company incorporated in Kenya and having its registered office in Kenya and of P.O. Box 49640–00100, Nairobi.

1. INTERPRETATION

1.1. In this Agreement, unless the context otherwise requires:

- (a) "Agreement" means this Agreement and its Schedules, as amended or supplemented at the relevant time;
- (b) "Continuing Partner" means the person which, on a change of Partners, continues as a Partner;
- (c) "Former Partner" means a person which, at the relevant time, has ceased to be a Partner;
- (d) "Management Committee" means the committee constituted pursuant to clause 9.1;
- (e) "New Partner" means any person which is appointed as a partner in the Partnership at any time after the date of this Agreement;
- (f) "Partner" means each party to this Agreement and each New Partner which, in either case, remains a partner in the Partnership at the relevant time; and the "Partners" mean those persons collectively;
- (g) "Partnership" means the partnership constituted by this Agreement;
- (h) "Partnership Accountants" mean the firm of accountants/auditors, who at the relevant time, are appointed under clause 8.1 as the accountants/auditors of the Partnership;
- (i) "Partnership Accounts" means each profit and loss account and balance sheet prepared, audited and approved and certified pursuant to clause 8;
- (j) "Partnership Business" means the business referred to in clause 2.1;
- (k) "Partnership Year" means each period of 12 calendar months ending on 30th June 2007, or any other period determined by the Management Committee;
- (l) "Profit" for any Partnership Year means the profit of the Partnership as shown by the Partnership Accounts for that Partnership Year, and "Loss" has a corresponding meaning; and

2.4. The Partnership Business shall be carried on in Nairobi or such other place or places as the Management Committee may from time to time determine.

2.5. The Partners shall procure to transform the Partnership into a limited liability company as soon as practicable following the commencement of business.

3. PROVISION OF SPECTRUM

KBC undertakes that it will avail the Spectrum for use in the Partnership Business for the duration of this Agreement.

4. PARTNERSHIP CAPITAL AND OTHER FINANCING

4.1. The capital of the Partnership shall be the amount of twenty five million Shillings (Shs.25,000,000) and shall be contributed and maintained by the Partners in the Relevant Ratio.

4.2. Subject to paragraph 10 of Schedule 3, the provision of the Spectrum by KBC for use in the Partnership Business through provision of airtime on a twenty-four hour basis daily pursuant to clause 3 hereof shall be deemed to constitute KBC's capital contribution under clause 4.1 and shall be valued at ten million Shillings (Shs.10,000,000).

4.3. RRBL shall introduce an additional sum of thirty eight million three hundred and ten thousand six hundred and twenty one Shillings (Shs.38,310,621) as a further capital for use in the Partnership Business (the "Additional Injection") on the following terms:

- (a) The Additional Injection shall be treated as a loan to the Partnership and not as part of RRBL's contribution to the capital of the Partnership;
- (b) It is intended that the Additional Injection will be sourced by RRBL from Commercial Bank of Africa Limited ("CBA"). The Partnership shall pay interest on the Additional Injection at the same rate from time to time charged to RRBL by CBA (or any other bank for the time being providing RRBL with the facility) which is presently two per cent (2%) above the current base rate of CBA which is fourteen per centum (14%) per annum;
- (c) The Additional Injection may be withdrawn only after the expiry of twelve (12) months' prior written notice given to the other Partner by RRBL proposing to make the withdrawal; and
- (d) The Additional Injection shall be repaid to RRBL in accordance with the business plan of the Partnership Business prepared by the Management Committee and approved by the Partners or as may be amended from time to time.

4.4. In procuring the equipment which is specified in Schedule 4 both KBC and RRBL shall be in consultation to determine the specifications, suitability and cost-effectiveness of the said equipment.

4.5. Any further working capital required for the Partnership Business shall be agreed upon from time to time by the Management Committee and approved by the Partners and shall be provided by the Partners in the Relevant Ratio or by way of borrowings.

5. PARTNERSHIP ASSETS AND LIABILITIES

5.1. The goodwill of the Partnership Business and all other assets of the Partnership shall belong to the Partners in the Relevant Ratio.

5.2. Any Partner in which any asset of the Partnership is vested shall hold that asset in trust for the Partners.

5.3. There shall be no apportionment of work in progress as between one Partnership Year and the next, or as between the period immediately preceding and the period immediately following any change in the Partners.

6. PROFITS AND LOSSES

6.1. The Partners shall share the Profit for each Partnership Year in the Relevant Ratio.

6.2. The Partners shall bear any loss for any Partnership Year in the Relevant Ratio.

7. DISTRIBUTIONS

7.1. As soon as practicable after the last day of each Partnership Year and at such other times as the Management Committee may determine a distribution shall be made to the Partners on account of their share of the Profit for that Partnership Year of such aggregate amount (if any) as the Management Committee may determine, having regard to the cash flow and any other financial requirements of the Partnership, and shall be divided between the Partners in the Relevant Ratio and debited to their current accounts.

7.2. Following the end of each Partnership Year, each Partner's current account shall be credited or (as the case may be) debited with its share of the Profit or Loss for that Partnership Year, after taking into account any amount which has been credited or debited to that Partner's current account during that Partnership Year pursuant to clause 7.1, and if, after that has been done, there is a debit balance on that current account, that Partner shall, unless the Management Committee otherwise determines, pay to the Partnership a sum equal to that balance within three (3) months (or such longer period as the Management Committee may determine) from the date on which the relevant Partnership Accounts are circulated pursuant to clause 8.5.

7.3. Subject to the provisions of clause 7.2, no Partner shall without the previous consent of the Management Committee permit a debit balance to arise on its current account, and each Partner shall at the request of the Management Committee forthwith pay to the Partnership the amount of any such balance.

7.4. Without prejudice to clause 7.3, if there is at any time a debit balance on any Partner's current account, then:

- (a) except in respect of any part of that debit balance which is attributable to its share of any Loss for any Partnership Year and is paid to the Partnership in accordance with clause 7.2; or
- (b) unless and until the Management Committee otherwise determines;

interest shall be payable by the Partner in question on each subsequent Partnership Year on the amount of the balance outstanding from time to time until payment is made in full, calculated at the rate of two per cent (2%) per annum above the base rate of CBA from time to time.

8. PARTNERSHIP ACCOUNTS

- 8.1. The Partnership Accountants shall be such firm of accountants/auditors as the Management Committee may from time to time appoint.
- 8.2. A profit and loss account of the Profit or Loss of the Partnership for each Partnership Year and a balance sheet of the assets and liabilities of the Partnership at the end of that Partnership Year shall, in accordance with the following provisions of this clause, be audited and certified by the Partnership Accountants.
- 8.3. Each profit and loss account referred to in clause 8.2 shall be prepared:
 - (a) in accordance with generally accepted accounting principles and practices, all outgoings and income of the Partnership for that Partnership Year (including any item which under any provision of this Agreement is to be treated as an outgoing or income) being debited or credited as appropriate, and with such provisions or reserves being made for tax or other matters as the Management Committee may determine; and
 - (b) otherwise in a form and on a basis which, except to the extent that the Management Committee may from time to time determine, are consistent with the form in which and the basis on which the Partnership Accounts for the preceding Partnership Year were prepared.
- 8.4. Once the Partnership Accounts for any Partnership Year have been approved by the Management Committee and certified by the Partnership Accountants they shall forthwith be circulated among the Partners.
- 8.5. If any manifest error is found in any Partnership Accounts within two (2) years after they have been circulated pursuant to clause 8.4, the error shall forthwith be rectified.

9. MANAGEMENT OF THE PARTNERSHIP

- 9.1. The Partnership Business shall be managed on behalf of the Partners by a committee which shall be constituted in accordance with the provisions of Schedule 2 as soon as practicable after the signing of this Agreement.
- 9.2. No Partner shall undertake any activity in connection with the Partnership Business except with the authority of the Management Committee.

9.3. The Partners shall procure that the Management Committee acts in all respects in conformity with this Agreement.

9.4. KBC shall nominate in writing one of its representatives as the chairman of the meetings of the Management Committee and its other representative as deputy chairman. Except as a member of the Management Committee, the chairman shall have no additional duties, privileges or responsibilities in the Partnership Business other than chairing the meetings of the Management Committee.

9.5. RRBL shall be entitled to nominate in writing one person for appointment as the Chief Executive Officer ("CEO") of the Partnership Business and in a similar manner to nominate a replacement of such CEO in the event of such position becoming vacant.

10. SENIOR MANAGEMENT

10.1. The Management Committee shall consider and approve the appointment of senior officers of the Partnership Business including but not limited to:

- (a) The Finance Manager
- (b) The Operations Manager
- (c) The Marketing Manager
- (d) The Television Programmes Manager

to manage the Partnership Business on a day to day basis in accordance with the policy guidelines, medium or long term business plans and budgets issued by the Management Committee from time to time.

10.2. The positions mentioned in clause 10.1 above may bear such other titles or designations as the Management Committee may from time to time determine.

10.3. The Management Committee shall also be responsible for engaging all other personnel required for the undertaking of the Partnership Business.

11. PARTNERS MEETINGS

A meeting of the Partners shall be held at least twice a year at such time and place as the Management Committee shall determine. Meetings of the Partners shall be convened on not less than fourteen (14) days' notice given to each of the Partners by the Secretary of the Management Committee. At a meeting of the Partners, each Partner shall be represented by two (2) representatives.

12. REPRESENTATIONS AND WARRANTIES

Each party hereby represents, warrants and covenants to the other party that the following are true and correct as of the date hereof and will continue to be correct for the whole term while this Agreement is valid unless otherwise specified or mutually agreed at a later stage.

- (a) There is no criminal or civil litigation or claims pending or threatened against or involving the party and which prevents it from fulfilling its obligations under this Agreement, and there are no facts or circumstances which could give rise to any such claim or litigation.
- (b) To the best of the parties' knowledge they are not in default of any law, rule or regulation or authority that could have adverse effect on the joint venture or its obligations under this Agreement.
- (c) The parties have all the necessary power and authority to enter into this Agreement and perform their obligations hereunder, and they have obtained all the necessary consents or approvals needed for the validity of this Agreement.
- (d) KBC warrants and represents to RRBL that it has a valid television broadcasting license issued by the relevant authority and further warrants that the use of the Spectrum in the Partnership Business shall not contravene the terms and conditions under which the Spectrum was assigned or held by KBC.
- (e) RRBL warrants and represents that it has a valid television broadcasting licence issued by the relevant authority.

13. GENERAL PROVISIONS

- 13.1. No Partner shall without the previous consent of the Management Committee:
- (a) act or transact any business for or have any dealings with or lend money or give credit to any person on behalf of the Partnership;
 - (b) engage any person or dismiss or alter the terms of employment of any person in the employment of the Partnership;
 - (c) use any of the assets of the Partnership, incur any indebtedness or liability on behalf of the Partnership or pledge the credit of the Partnership; or
 - (d) assign (except pursuant to Schedule 3), mortgage, charge or otherwise dispose of its share in the Partnership or any interest therein.
- 13.2. Each Partner shall at all times duly and punctually pay and discharge its separate debts and obligations and shall indemnify the other Partner against all such debts and obligations and all actions, proceedings, costs, claims and demands in respect of them.
- 13.3. Each Partner shall show the utmost good faith to the other Partner in all matters relating to the Partnership Business or the management of the Partnership and give full details of such matters to the other Partner whenever reasonably required.
- 13.4. All accounting records and other documents relating to the Partnership Business or the management of the Partnership shall be kept at the Partnership's offices, and each Partner or the duly authorised representatives of each Partner shall have free access to and the right to inspect and copy them.

13.5. The bankers of the Partnership shall be Commercial Bank of Africa Limited, Wabera Street branch, or such other bank or banks as the Management Committee may from time to time determine.

13.6. The provisions of Schedule 3 shall apply with regard to the transfer of each Partner's share in the Partnership.

14. TRADEMARKS AND COPYRIGHT

14.1. The party who originally owns any trademarks or other intellectual property applicable in any way in this Agreement shall retain the ownership of the same and may avail it for use in the Partnership Business upon such terms and conditions as may be agreed between such party and Management Committee.

14.2. The parties shall jointly own copyright for the Station's broadcasts.

14.3. Liability for the payment of all license fees which may be due in respect of the performing rights to any music which may be contained in the programming of the Station shall be borne by the Partnership Business.

15. CONFIDENTIALITY

15.1. The parties acknowledge that in the implementation of this Agreement they will receive valuable confidential information of both technical and commercial nature from each other and they undertake during the period of this Agreement and thereafter not to disclose such confidential information to any third party.

15.2. Unless otherwise provided documents emanating from RRBL or KBC marked confidential will be deemed to contain such confidential information.

15.3. KBC and RRBL undertake to take reasonable steps to ensure that their officials (including contractors, employees and consultants) whose work obliges them to become familiar with confidential information, will respect such confidentiality and will undertake in writing to do so.

16. FORCE MAJEURE

16.1. A party shall not be liable for any loss suffered by the other party arising out of the delay or in prevention of performance of the party's obligations due to any cause the adverse effects of which the party could not and cannot reasonably and practicably avoid in the ordinary conduct of the party's business.

16.2. The party whose performance is delayed or prevented shall immediately give notice in writing to the other party.

16.3. If a party's performance is delayed by such a cause the party shall be entitled to a reasonable extension not exceeding 30 days for performance. If performance is or will be delayed for longer than this period the performance shall be regarded as having been prevented.

16.4. If a party's performance is prevented the parties shall:

- (a) If the obligation(s) of which performance is prevented are not material, make such financial adjustment between them as may be equitable;
- (b) If the obligation(s) of which performance is prevented are material, endeavour in good faith to agree on an alternative basis for achieving the objects of this Agreement. If agreement on an alternative basis is not reached this Agreement shall terminate;

16.5. In the event of termination of this Agreement pursuant to the provisions of this clause, the parties shall make such financial adjustments between them as may be equitable and in default of agreement between the parties, the matter shall be referred to mediation or arbitration under clause 19.

17. TERMINATION

17.1. Except as otherwise provided by this Agreement, a Partner may only withdraw from the Partnership with the consent of the other Partner and upon such terms and conditions as may be agreed between the Partners.

17.2. If any Partner:

- (a) purports to assign (except as permitted by this Agreement), mortgage, charge or otherwise dispose of its share in the Partnership or any interest therein; or
- (b) commits any serious breach or commits persistent breaches of any of the provisions of this Agreement and fails to remedy the same upon receipt from the other Partner of twenty one (21) days written notice requiring such Partner to do so or acts in any manner inconsistent with the good faith properly to be observed between partners; or
- (c) has a receiver appointed over any of its property or assets or makes any voluntary arrangement with its creditors, goes into liquidation for any reason, or ceases or threatens to cease to carry on business;

the other Partner shall be entitled to terminate the Partnership forthwith by written notice to that Partner.

17.3. Where either of the Partners exercises any right under clause 17.2 to terminate the Partnership, the Partner exercising that right shall also be entitled, within 14 days after giving the notice of termination, to require the Partner to which the notice of termination is given to give a Sale Notice as defined in Schedule 3, and if the Partner in question does not give such a Sale Notice within the period of 14 days after being required to do so in writing by the Continuing Partner, it shall be deemed to have given such a Sale Notice at the end of that period, without specifying a price which it wishes to receive.

17.4. The rights given by clauses 17.2 and 17.3 are without prejudice to any other right or remedy of any Partner.

17.5. Upon any party ceasing to be a Partner for any reason, the Continuing Partner may, without the consent of any person, insert a notice of dissolution in the "Kenya Gazette" and such newspaper or newspapers as the Continuing Partner may think fit.

18. RESTRICTIONS ON ACTIVITIES

18.1. Each Partner undertakes with the other Partner that:

- (a) it shall not, at any time within the specified period referred to in clause 18.2(a) induce, or endeavour to induce, any person to leave the employment of the Partnership.
- (b) it shall not, at any time after the date on which it ceases for any reason to be a Partner, carry on any business, whether in the specified capacity referred to in clause 18.2(b) or otherwise similar to or in competition with the Partnership Business under any name or style which contains the name "KENYA 24" or any name or style which is confusingly or deceptively similar to that name or any other name or style under which the Partnership Business has been carried or which has been used in connection with the Partnership Business on or before that date;

18.2. For the purposes of clause 18.1:

- (a) the specified period is two (2) years from the date on which the Former Partner in question ceased to be a Partner;
- (b) the specified capacity is any of the following capacities:
 - (i) as principal, whether solely or jointly with any other person;
 - (ii) as partner with any other person;
 - (iii) as agent for any other person; or
 - (iv) as the owner of any interest in any shares, debentures or other securities in any company (except as the owner for investment of any shares, debentures or other securities listed on a recognised stock exchange).

18.3. Each of the obligations contained in clause 18.1 shall be a separate and several obligation.

18.4. The provisions of clause 18.1 are considered by the parties to be reasonable in all the circumstances; but if any of those provisions is held by any Court or other competent authority to be void or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.

19. DISPUTES

19.1. Should any disputes or disagreements arise at any one time between the parties concerning this Agreement or its construction or effect, or as to the rights duties and/or liabilities of the parties or either of them under or by virtue of this Agreement or otherwise or as to any other matter in any way arising out of the subject matter of this Agreement then either party:

- (a) may declare a dispute by delivering the details of the dispute to the other party; and
 - (b) request that the dispute be referred by the parties with or without legal representation, to mediation by a single mediator agreed in writing between the parties at a place and time to be determined by mediator.
- 19.2. If, within 30 days of the delivery of the declaration of a dispute, the parties have not agreed to accept mediation or a mutually acceptable mediator then the dispute may be determined by arbitration as prescribed below.
- 19.3. If the parties agree to mediation and a mediator, then the provisions hereinafter set out in this clause shall apply to the conduct of such mediation.
- 19.4. The mediator shall, at his entire discretion, determine whether the reference to him shall be made in the form of written and/or oral representations provided that, in making this determination, he shall consult with the disputing parties and be guided by their desires as to the form in which the representations are to be made.
- 19.5. The mediator shall, within a reasonable period after receiving the representations, express a written opinion on the matter and shall include the detailed reasoning leading to the opinion.
- 19.6. The mediator shall deliver a copy of his opinion to each party.
- 19.7. The opinion so expressed by the mediator shall be final and binding on the parties unless either party within 30 days of the delivery of the opinion, notifies the other party of the party's unwillingness to accept the opinion.
- 19.8. The costs of mediation shall be determined by the mediator and shall comprise:
- (a) the mediator's expenses; and
 - (b) a fee, which shall have been previously agreed by the parties and the mediator.
- The costs shall be borne equally by the parties and shall be due and payable to the mediator on presentation to them of his written account.
- 19.9. Each party shall bear the costs of any legal advice that a party may have obtained in connection with the mediation.
- 19.10. The expressed opinion of the mediator shall not prejudice the rights of the parties in any manner whatsoever in the event of their proceeding to arbitration.
- 19.11. Any decision given by any representative of the parties in accordance with any provision of this Agreement prior to or during the mediation shall not disqualify him from being called as a witness and giving evidence before the arbitrator on any matter whatsoever relevant to the dispute or difference so referred to the arbitrator as provided in this clause.
- 19.12. If any party to this agreement is unwilling to accept mediation or is unwilling to accept the opinion expressed by the mediator then any party, may, by written notice delivered to the other within 30 (thirty) days of the declaration of the dispute (if there is no mediation within

30 (thirty) days) or of the issue of the mediator's opinion (if mediation takes place), require that the dispute be referred to arbitration.

- 19.13. Such arbitration shall be by a single arbitrator who shall be appointed, upon application by either party, by the Chairman for the time being of the Chartered Institute Arbitrators of the United Kingdom (Kenya Chapter).
- 19.14. The arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice relating to all matters in dispute submitted to him and to determine all such matters in the same manner as if no such certificate, opinion, decision, requisition or notice had been issued. The arbitration shall be conducted in the English language in Nairobi, Kenya or in such other place as the parties may agree on.
- 19.15. Upon every or any such reference, the costs of and incidental to the reference and award shall be in the discretion of the arbitrator, who may determine the amount of the costs, or direct them to be taxed between attorney and client or as between party and party and shall direct by whom and to whom and in what manner they shall be borne and paid.
- 19.16. The award of the arbitrator shall be final and binding on the parties and any party shall be entitled to apply to the courts to have such award be made an order of court.
- 19.17. Save as set out in this clause 19, the arbitration shall be conducted in accordance with the Arbitration Act, 1995, or any rules made thereunder from time to time.

20. NOTICES AND SERVICE

- 20.1. Any notice or other information required or permitted to be sent to any Partner or Former Partner under this Agreement shall be given by:
- (a) delivering it by hand;
 - (b) sending it by first class prepaid registered post; or
 - (c) sending it by facsimile transmission, electronic mail or comparable means of communication;
- to that Partner or Former Partner at the address given in clause 20.4.
- 20.2. Any notice or information given by post in the manner provided by clause 20.1(b) which is not returned to the sender as undelivered shall be deemed to have been given on the seventh day after the envelope containing it was so posted; and proof that the envelope containing any such notice or information was properly addressed, prepaid, registered and posted, and that it has not been so returned to the sender, shall be sufficient evidence that the notice or information has been duly given.
- 20.3. Any notice or information sent by facsimile transmission, electronic mail or comparable means of communication shall be deemed to have been duly sent on the date of transmission, provided that a confirming copy of it is sent as provided in clause 20.1(b) to the person in

question at the addresses given in accordance with clause 20.4 within 24 hours after transmission.

20.4. Service of any document for the purposes of any legal proceedings concerning or arising out of this Agreement shall be effected by any Partner or Former Partner by causing it to be delivered to the person in question to such address, or in the case of a corporation to its registered or principal office or such other address, as may be notified to that Partner or Former Partner by the person in question in writing from time to time.

21. MISCELLANEOUS

21.1. Each party shall from time to time (both during the continuance of this Agreement and after its termination) do all such acts and execute all such documents as may be reasonably necessary in order to give effect to the provisions of this Agreement.

21.2. The costs of and incidental to the preparation, execution and implementation of this Agreement shall be borne by the Partners in the Relevant Ratio.

21.3. Except as may be required by law no party shall make any press or other public announcement concerning any aspect of this Agreement without first obtaining the agreement of the other party to the text of that announcement.

21.4. No delay on the part of any Partner or Former Partner or the Partnership in exercising any right or making any claim under this Agreement is (unless specifically agreed in writing) to be regarded as a waiver of that or any other right, entitlement or claim.

21.5. This Agreement contains the entire agreement between the parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.

21.6. Each party acknowledges that, in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

21.7. This Agreement shall be governed by and construed in accordance with Kenyan law.

IN WITNESS this agreement has been duly executed.

SCHEDULE 1

PARTNERS

(1) Name	(2) Profit Share
Kenya Broadcasting Corporation	40%
Regional Reach Broadcasting Limited	60%

SCHEDULE 2**THE MANAGEMENT COMMITTEE****1. Appointments and removals**

KBC will be entitled to appoint two individuals and RRBL three individuals from their senior officers as its representatives to be members of the Management Committee, to remove any such representative and to appoint another representative in his place. All appointments and removals shall be made by notice in writing given by the Partner making the same to the other Partner and shall take effect on the date specified in the notice or, if no such date is specified, on the date when the notice is given.

2. Alternates

Each Partner may appoint any person (including a person who is already a member of the Management Committee) to act as the alternate of one or more of its representatives at any meeting of the Management Committee, and may revoke any such appointment. All such appointments and revocations shall be made in the same manner as that specified in paragraph 1.

3. Quorum

The quorum for all meetings of the Management Committee shall be three members including a representative from each Partner.

4. Decisions of the management committee

No decision of the Management Committee shall be validly taken unless approved at a meeting of the Management Committee by a majority of the votes entitled to be cast at that meeting or by a written instrument unanimously approved by all those entitled to attend and vote at such a meeting. Any such instrument may consist of one or more written documents in identical form signed by those so entitled.

5. Votes

At any meeting of the Management Committee each member (or his alternate) shall be entitled to one vote; provided that, if a member is absent from any such meeting, the other representative of the Partner whose representative that member is shall, if present at the meeting, be entitled to the vote of that absent member.

6. Meetings

The Management Committee shall meet once every three (3) months or more frequently as the Management Committee may determine. The dates and times of the meetings of the Management Committee shall be decided by it, provided that any member may call a meeting of the Management Committee on seven (7) days' notice to the other members.

7. **Chairman**

If the chairman is not in attendance at a meeting of the Management Committee, the deputy chairman shall act as the chairman of that meeting. If neither the chairman or the deputy chairman is in attendance within one hour from the time appointed for a meeting, the same shall stand adjourned to the same day in the next week.

8. **Deadlock**

At any meeting of the Management Committee where a resolution put to the vote has received an equal number of votes for or against, the chairman of the meeting shall either exercise a second or casting vote against the resolution or determine that the resolution be put at the next meeting of the Partners or at a meeting of the Partners to be specially convened for that purpose and the Partners shall seek to resolve the position.

9. **Chief Executive Officer**

The CEO shall be an ex-officio member of the Management Committee with no power to vote in such meetings.

10. **Secretary and minutes**

The Management Committee shall appoint a secretary who shall attend all its meetings and take minutes.

11. **Notices**

Notice of any meeting may be given to any member of the Management Committee either personally or by sending it by post, facsimile transmission, electronic mail or comparable means of communication to him or to his address as notified to the secretary of the Management Committee, and all notices shall be effective upon receipt. Any notice sent by facsimile transmission, electronic mail or comparable means of communication shall be deemed to have been duly sent on the date of transmission, provided that a confirming copy of it is sent as provided in clause 20.1(b) of the Agreement to the person in question at the addresses given in accordance with clause 20.4 of the Agreement within 24 hours after transmission.

SCHEDULE 3

TRANSFER OF PARTNERSHIP SHARES

1. In this Schedule:
 - (a) "Completion Date" means:
 - (i) the date 21 days after the date on which the Continuing Partner gives written notice pursuant to paragraph 4; or
 - (ii) where the price of the Share is certified by the Partnership Accountants, the date 21 days after that certification;
 - (b) the "Prescribed Price" has the meaning given to it by paragraph 6; and
 - (c) "Sale Notice" means a notice given pursuant to paragraph 3; and
 - (d) "Share" means a Partner's share in the Partnership.
2. No Partner may transfer its Share except in accordance with paragraphs 3 to 10 (inclusive) of this Schedule.
3. If the Partner (the "Retiring Partner") wishes to transfer its Share or any interest therein, it shall give to the other Partner (the "Continuing Partner") written notice offering to sell at the Prescribed Price, free from all liens, charges and encumbrances and otherwise on the terms set out herein, the whole (but not part) of its Share to the Continuing Partner and (if the Retiring Partner so wishes) stating the price which the Retiring Partner wishes to receive as the Prescribed Price for its Share.
4. The offer contained in a Sale Notice shall be irrevocable for a period of 21 days after it is given.
5. The Continuing Partner shall, within 21 days after the Sale Notice is given, give to the Retiring Partner written notice accepting or rejecting the offer contained in the Sale Notice and, if the Continuing Partner gives such a notice accepting the offer, the Retiring Partner shall be bound, upon payment to it of the Prescribed Price, to sell its Share, and the Continuing Partner shall be bound to purchase the same, on the Completion Date.
6. The Prescribed Price for a Share shall be:
 - (a) the price (if any) stated in the Sale Notice as the price which the Retiring Partner wishes to receive; or
 - (b) if no such price is so stated, or if within 21 days of receiving the Sale Notice the Continuing Partner notifies the Retiring Partner in writing that it wishes to purchase the Share but does not accept the price stated in the Sale Notice, the price certified by the Partnership Accountants as the fair market value of the Share as between a willing vendor and a willing purchaser:
 - (i) on a going concern basis and subject to the continuing availability of the Spectrum for use in the Partnership Business; or

- (ii) where the Partnership has ceased or is about to cease trading, on a net asset basis.

7. In the circumstances specified in paragraph 6(b), the Partners shall use their best endeavours to procure that the Partnership Accountants certify the Prescribed Price as soon as practicable and in any event within thirty (30) days after the notice is given pursuant to that paragraph and give a copy of the certificate to each Partner. In so certifying the Partnership Accountants shall be deemed to be acting as experts and not as arbitrators and their certificate shall be conclusive and binding on both the Retiring Partner and the Continuing Partner.
8. Where the Continuing Partner exercises its right under the foregoing provisions of this Schedule to purchase the Share of the Retiring Partner, the sale shall be completed on the Completion Date when:
- (a) the Retiring Partner shall deliver to the Partner purchasing the Retiring Partner's Share a written instrument assigning that Share, in accordance with the provisions of this Schedule;
 - (b) the Partner purchasing the Retiring Partner's Share shall pay the Prescribed Price to the Retiring Partner either by way of a bankers' draft drawn on a commercial bank in Nairobi acceptable to the Retiring Partner or by way of a telegraphic transfer to the Retiring Partner's nominated bank account in Kenya;
 - (c) the purchase shall take effect as from the close of business on the Completion Date; and
 - (d) the Partner purchasing the Retiring Partner's Share shall indemnify the Retiring Partner severally in the Relevant Ratio against all Partnership liabilities taken into account by the Partnership Accountants/Auditors in assessing the Prescribed Price of that Share pursuant to paragraph (b).
9. If the Continuing Partner gives notice in accordance with paragraph 4 rejecting the offer contained in the Sale Notice or fails to give any notice under that paragraph within the time therein specified or if the Partnership shall otherwise be dissolved, the winding of the business and undertaking of the Partnership shall be administered in accordance with section 48 of the Partnership Act (Chapter 29, Laws of Kenya).
10. Notwithstanding the provisions of paragraph 6 above, in the event that the Partner to whom a notice of termination is given pursuant to clause 17.3 of the Agreement is KBC, with the result that following termination of this Agreement, the Spectrum would no longer be available for use in the Partnership Business, KBC shall pay to the Continuing Partner an amount equivalent to the value attributable to its capital contribution under clause 4.2 of this Agreement. Such payment shall be in addition to the Prescribed Price and shall be paid in accordance with paragraph 8 of this Schedule.

SCHEDULE 4

DESCRIPTION AND COST OF EQUIPMENT, CONSULTANCY AND TRAINING SERVICES

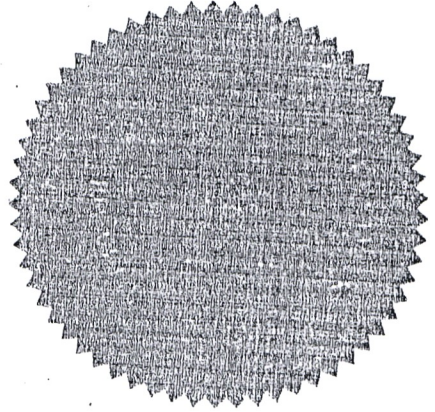
Sealed with the common seal of
KENYA BROADCASTING CORPORATION
and delivered in the presence of:

[Handwritten Signature]

Director *X*

KENYA BROADCASTING CORPORATION
P. O. Box 30456
NAIROBI

Director/Secretary *[Handwritten Signature]*



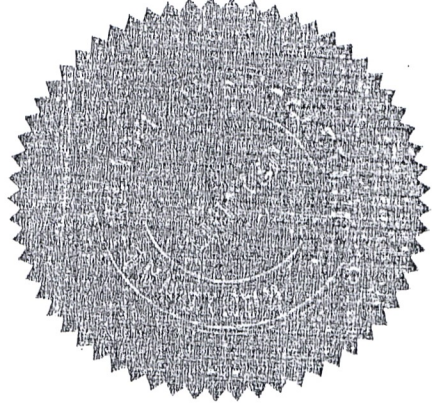
Sealed with the common seal of
REGIONAL REACH BROADCASTING LIMITED
and delivered in the presence of:

[Handwritten Signature]

Director

[Handwritten Signature]

Director/Secretary



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KENYA BROADCASTING CORPORATION



INTERNAL MEMO

FROM: Chief Revenue Officer

TO: Managing Director

REF: KBC/MD/5/73/C

DATE: August 21, 2008

RE: AUDIT REPORT ON K24 FINANCIAL STATEMENTS AS AT 30TH JUNE 2008

The findings of the above audit are as follows:-

BALANCE SHEET ITEMS

a) ASSETS

Property and equipments: it is composed of

Item	Amount (Kshs)
1 Office premises	4,761,219
2 Computers	4,123,614
3 Office equipment	308,081
4 Field equipment	2,227,094
5 Studio equipment	13,328,834
6 Furniture & fittings	4,114,148
7 Motor vehicles	993,750
8 Broadcasting equipment	8,892,352
Total	38,749,093

- Office premises are made up of construction of studio.
- Computers comprises of those bought for K24 office use. However, I noticed that all invoices were addressed to Regional Reach Ltd instead of K24. The danger here is that Regional Reach Ltd owns the assets (Computers) and not K24. The most recent case is Invoice

No. 14938 for HP Laser Writer 2430 worth Ksh.47,360 issued in the name of Regional Reach Ltd instead of K24.

- Field equipments comprises of expenses relating to the TV transmitter at Limuru and cameras.
- Studio equipments comprises of TV studio equipments.
- Furniture and fittings is made up of furniture bought for K24 offices. However, the invoices for studio set accessories costing Ksh.80,000 was lacking hence I was not able to establish what items were bought and whether they had been delivered.
- Two motor vehicles were bought as follows:-

Make		Registration Number	Date of invoice	Amount (Ksh)
Toyota Saloon	Corolla	KBA 228 C	8 th of April 2008	715,000
Toyota Saloon	Corolla	KAZ 105U	8 th April 2008	610,000
Total				1,325,000

The figure stated in the balance sheet for motor vehicles Ksh.993,750 is after providing for depreciation of Ksh.331,250.

The purchase of the motor vehicles was financed by a loan from Family Bank. Both purchase invoices were issued in the name of Regional Reach Ltd. I was not shown the logbooks because they are held with the Financing Bank, therefore, I could not determine who is the registered owner of the vehicles.

Broadcasting equipment comprises of 5 KW UHF TV transmitter and other related items.

Trade debtors

Trade debtors are reported at a figure of Ksh.1,900,259 under K24. The figure is arrived at as follows:-

Item	Amount (Kshs)
Total debtors for both Regional Reach and K24 (see Annex 1)	13,573,275
14% is apportioned to K24 (TV)	1,900,259
86% is apportioned to Regional Reach Ltd (Radio)	11,673,016
Total	13,573,275

As shown above it is clear that all trade debtors for both RRL and K24 are combined and then apportioned in the ratio of 86% and 14% in favour of RRL.

It is not clear what basis was used to arrive at the above share ratio percentages.

The above procedure is a departure from the generally accepted accounting practice of recognizing and recording the trade debtors for the two entities separately in distinct books of account. It is necessary to safeguard against the risk of giving one entity undue advantage over the other.

b) LIABILITIES

Other Creditors

Other creditors are reported at a figure of Ksh.14,707,693 in the Balance sheet. The figure is arrived at as follows:-

Item	Amount (Kshs)
Total other creditors for both Regional Reach Ltd and K24 (see Annex 2)	24,241,506.00
75% thereof is apportioned to K24	18,181,129.50
Less PAYE	(3,473,437.00)
	14,707,693.00
25% thereof is apportioned to RRL	6,060,377.00
Total	20,768,070.00

It is clear from the foregoing that total other creditors for both RRL and K24 are consolidated and then apportioned in the ratio of 75% and 25% in favour of RRL.

It is not clear what basis was used to arrive at the above share ratio percentages.

As observed earlier under trade debtors K24 was given a share of 14% while RRL took 86% but under liabilities (other creditors) K24 takes a bigger share of 75% while RRL takes 25%.

Some of the items listed under other creditors include:-

	Item	Amount (Kshs)
1	Irene Nyambura Medical fund	102,050
2	Joy Town Special School	255,996
3	Rhoda Wangechi Medical fund	246,700
4	Save a life fund	197,553

The acceptable accounting practice is to distinguish creditors relating to K24 from those of RRL and record them separately in the books of K24 without using an apportionment ratio.

INCOME AND EXPENDITURE ITEMS

Programs contractual expenses

A total expenditure of Kshs.2,224,366 was incurred exclusively on K24 pertaining to capital talks, news correspondents and features production.

DvDs, CDs, Mini discs, Tapes

A total expenditure of Kshs.1,867,367 was incurred on the above items for K24. However, I observed that invoices and remittance advices are in the name of Kameme FM.

Directors Medical Expenses

An expenditure of Ksh.330,056 has been recorded as relating to K24. The figure is arrived at as follows:-

Item	Amount (Kshs.)
Total Directors medical expenses for both RRL and K24 combined (See Annex 3)	550,093
60% thereof is apportioned to K24	330,056
40% thereof is apportioned to RRL	220,037
Total	550,093

It is not clear what basis was used to justify the above share ratio percentages.

The above total expenditure of Kshs.550,093 is for the period 1st July 2007 upto 30th June 2008. K24 was officially launched in November 2007.

The total medical expenses for the period 1st July 2007 upto to 30th October 2007 was Ksh.333,477.62 which should have entirely been borne by RRL and then the balance of Kshs.216,615.38 shared between K24 and RRL.

K24 would have borne an expenditure of Kshs.129,969.30 and not Ksh.330,056.

Directors other Benefits

An expenditure of Ksh.1,303,627 has been recorded as relating to K24. The figure is computed as follows:-

Item	Amount (Kshs.)
Total Directors other Benefits for both RRL and K24 consolidated (See Annex 4)	2,172,712
60% thereof is allocated to K24	1,303,627
40% thereof is allocated to RRL	869,085
Total	2,172,712

Staff Education & Training:

A total expenditure of Kshs.13,520,238 was incurred on recruitment, training and consultancy fees under K24 as detailed in Annex5.

Repairs & Maintenance – Motor vehicles

A figure of Kshs.892,381 has been recognized under K24 computed as follows:-

Item	Amount (Kshs)
Total repairs & maintenance for motor vehicles for both RRL and K24 consolidated	1,480,384
60% thereof is allocated to K24	892,381
40% thereof is allocated to RRL	588,003
Total	1,480,384

As reported earlier under motor vehicles, K24 bought two vehicles only in April 2008. It follows then that only the direct expenditure on repairs and maintenance of the two vehicles is the only acceptable expenditure under K24 and not an apportioned figure.

Communication – Telephone & fax

An expenditure of Kshs.1,595,765 is recognized under K24 computed as follows:

Item	Amount (Kshs)
Total communication – Telephone and fax expenditure for RRL and K24 consolidated	2,089,785
76% thereof is allocated to K24	1,595,765
24% thereof is allocated to RRL	494,020
Total	2,089,785

The basis on which a higher percentage of 76% is attributed to K24 is not discernible.

Rent – Norfolk Apartments:

The total expenditure on the above item is Kshs.1,670,242 wholly charged to K24 being the cost of rent paid for hosting the trainers of K24. I observed that both the staff of RRL and K24 benefited from the training, therefore, the expense ought to have been shared equally between RRL and K24.

Rent – Directors (DK)

The expenditure of paying rent for David Kimotho is charged to K24 at an amount of Ksh.300,960 computed as follows:-

Item	Amount (Kshs)
Total rent paid for David Kimotho for the 12 months starting July 2007 to June 2008	501,600
60% thereof is allocated to K24	300,960
40% thereof is allocated to RRL	200,640
Total	501,600

The justification for allocating K24 a higher proportion of the cost is not clear. K24 is unfairly made to bear rent charges for the month of July 2007 upto October 2007 totalling to ksh.167,200 when it was not in existence (See Annex 6).

Using the above ratio, K24 ought to have been charged with Ksh.200,640 computed as follows:-

Item	Amount (Kshs)
Total rent for the 12 months	501,600
Less rent for July 2007 upto October 2007	(167,200)
	334,400
60% thereof to K24	200,640

Mileage, motor vehicle fuels & oils and Bus fare expenditure

A total of Kshs.4,362,524 was charged to K24 being 60% of the above total costs. The justification of the proportion allocated to K24 is not clear.

CONCLUSION

From the foregoing it is observed that there is no satisfactory demarcation between RRL and K24 as separate Legal entities.

K24 is supposed to operate independently from RRL in order to determine its profitability.

The payments, recruitments and other expenses were incurred without Board Authority and budgetary allocations. Some expenditures date back to 1st July 2007 when K24 was not in existence.

One cannot express an opinion with certainty as to whether the financial statements of K24 are true and fair.



H. M. ISINTA

CHIEF REVENUE OFFICER

✓ CC – Corporation Secretary

CO-SITING AGREEMENT

THIS AGREEMENT entered into this ____ day of _____ 2008 between **THE KENYA BROADCASTING CORPORATION** of Post Office Box Number 00100 30456, Broadcasting House, Harry Thuku Road, Nairobi, Kenya (herein after referred to as "the Corporation" which expression shall where the context so admits include its successors in office and assigns) of the one part and **REGIONAL REACH BROADCASTING LIMITED ("RRBL")** incorporated under the Companies Act and of Post Office Box 49640-00100 Nairobi hereinafter referred to as "the Company" which expression shall, where the context so admits, include its successors in office and assigns) of the other part.

WHEREAS the Company has been licensed to carry out **TV broadcasting** activities in some parts of Kenya AND WHEREAS the Company has requested the Corporation, and the Corporation has agreed to make available terrestrial broadcast transmitting sites (as hereinafter defined) to enable the Company broadcast pursuant to the licence granted and this agreement hereby constitutes a licence from the corporation for the use of the sites for such purposes.

NOW the parties hereto have mutually agreed as follows:-

ARTICLE 1: RIGHTS AND OBLIGATIONS

- 1.1 The Corporation hereby grants the Company (acting either by trustees or through its agents and subject to possession of valid broadcasting and frequency utilisation licences) the right throughout the currency of this Agreement to install and operate such receiving and transmitting equipment (the specifications thereof are annexed hereto and hereinafter called "the Equipment") at the Corporation's transmitting site at **Limuru** and the Company shall in addition have the right to use the relevant Corporation's existing technical areas which will include masts, buildings, powerlines, and access path for only receiving and broadcast purposes.
- 1.2 The rights granted hereunder cover only co-siting to facilitate **TV broadcast** on **Channel 29** and subject to the Company possessing valid broadcast and frequency utilisation licences.
- 1.3 The Company shall be responsible for and shall carry out the supply, transport, necessary pre-installation, civil works, installation, commissioning and maintenance at the sites of the Equipment during the currency of this agreement and upon reasonable written notice, the Corporation will allow the Company or its agents access to the sites from time to time to inspect the Equipment.

For clarity purposes pre-installation, if required shall include but not limited to:

- a) Transmission-Hall modification
- b) Commercial power sub-station and switch gear upgrading
- c) Tower or mast reinforcement

- d) Aviation obstruction light
 - e) Lightning arrester
 - f) Cooling system
 - g) Air ventilation and exhaust system
 - h) Upgrading standby power.
- 1.4 During and after completion of the performance tests of the said receiving and transmitting equipment, the Company (acting either by trustees or through its agents) undertakes to comply with all or any technical conditions which relate to broadcasting, use of frequency and safety to operators and the environment. The Company further undertakes to comply with safety, technical and other instructions in relation to the proper functioning, safety, technical and other instructions in relation to any harmful interference to other telecommunication services and to indemnify the Corporation against any claim for damage of any kind whatsoever caused by its equipment. Provided that in case of non-compliance therewith the Corporation hereby reserves the right to abate the source of such interference by switching off the offending transmitter(s), but after due notice to the Company.
- 1.5 The Company undertakes to ensure that its transmission of programmes does not cause harmful interference to the Corporation's transmission. In the event thereof, the Company hereby undertakes to take prompt corrective measures. Provided that if the Company does not take any measure to eliminate such interference, the Corporation shall switch-off the offending part of the equipment until such correction is made.
- 1.6 The company shall provide to the Corporation the identities and photographs of its technical staff for access to the site, and a detailed list of its equipment and the specifications (annexed as "annexe 1") and shall ensure at all times that any additional Equipment or replacements are included accordingly in the said list.
- 1.7 The Corporation shall be responsible throughout the currency of this agreement for security of the site and its daily surveillance and for the maintenance of the equipment pursuant to article 1.8 hereunder. PROVIDED THAT the Corporation shall not be responsible for any loss or damage that occurs at the site or to the equipment.
- 1.8 The Corporation shall throughout the currency of this agreement:
- 1.8:1 Facilitate access to the Company's technician (on proof of identity) to carry out installation, repairs, maintenance or replacement of the equipment, or attend to a failure of any part of the equipment PROVIDED ALWAYS THAT such access shall conform to the Corporation's security protocol as notified by the Corporation from time to time, AND THAT all installations must be approved by the Corporation.
 - 1.8.2 Facilitate access for the Company's technician (on proof of identity) to the premises and the Equipment at all times (24 hours per day, 365 days per

- year) to carry out inspection visits to ensure that the site is secure from damage and destruction from third parties.
- 1.8.3 Not knowingly interfere or permit any third party to interfere with the Company's transmission / broadcasts from the site.
 - 1.8.4 Inform the Company in writing of any breakdown to any part of the equipment or any other interruption of the transmission or reception subject matter of this agreement within twenty four hours of such breakdown.
 - 1.8.5 Maintain a logbook recording of any necessary maintenance, replacements and repair works carried out in relation to any part of the equipment, as well as readings of the Company's electrical power sub-meter taken on monthly intervals.
 - 1.8.6 Ensure that the equipment at the site is connected to both electricity mains and a suitable standby generator situated at the site to provide emergency electricity supply and that the said generator is at all times properly serviced. Provided that the company shall take full responsibility financially and materially for on site instructions, overhauls and major maintenance of the equipment.

ARTICLE 2: FINANCIAL OBLIGATIONS

- 2.1 In consideration of the Corporation's services hereunder and upon grant of physical access to the site the Company shall pay the Corporation Kenya Shillings One Hundred and Sixty Thousand (Kshs 160,000.00) per Month (hereinafter called the "fee") exclusive of VAT or any other local taxes or electricity supply to the equipment. The fee shall be payable in equal installments quarterly in advance with effect from the date of granting access of the site to the Company i.e. 20th November 2007 (hereinafter called the "effective date").
- 2:1:2 The electricity charges shall be levied according to the extent of consumption at the then prevailing commercial rates as may be applicable from time to time by the Kenya Power & lighting Company Limited.
- 2:1:3 In addition to the payments made under article 2.1 and 2.1.2, the Company shall pay the Corporation a further sum of Kenya Shillings Twenty Five Thousand (Kshs 25,000.00) per month for use of the Corporation's RF system, that is to say, the use of the antenna system, feeder cable/Wave guide and Combiner. Provided that this sum shall not be payable until after the introduction of the Corporation's common RF system.

- 2:2:0 Subject to Article 3:1 herein the fee payable hereunder shall be reviewed up-front by the Corporation by ten per cent (10%) after every two years commencing from the date of execution hereof.
- 2:2:1 After the expiry and / or determination of this agreement and the Company wishes to remove the equipment detailed in the annexe hereto it is hereby agreed that the Company may so remove such equipment as are not permanently affixed to the Corporation's existing equipment / structures and which may not interfere with the corporation's broadcast service or any other third party services. Provided that where such removal has been done the Company shall make good the site and restore any affected structure / equipment the same state in which it was on installation.
- 2:2:2 The Company shall at its own cost take out and keep current an insurance policy against technical equipment all risk, fire and perils and burglary in respect of the Equipment and shall provide evidence of the relevant policy to the Corporation.

ARTICLE 3: DURATION AND TERMINATION

- 3:1 This agreement shall, notwithstanding the date of execution hereof, take effect from the date of grant to physical access of the site to the Company as provided in article 2.1, and shall run for a period Five (5) years from 20/11/2007 (Contract period) unless earlier determined pursuant to the terms of this Agreement or upon revocation of the frequency utilisation licence by the Licensing Authority before the expiry of the contract period.

Subject to the foregoing, this agreement is renewable at the instance of the parties hereto. Provided that a party who does not wish to renew this agreement shall give to the other written notice thereof not being less than four (4) months prior to the expiry date.

- 3.2 In the event of a material breach by either party of any of its obligations hereunder the offended party shall be entitled to give one (1) month's notice to the offending party requiring it to make good the breach and if for the one month the breach persists the offended party may terminate this Agreement and any unutilized fee shall be refunded. Either party can terminate hereof otherwise than by breach of any provisions hereof by tendering a six months notice in writing to the other.
- 3.3 In the event of a material breach by the Company of any of its obligations hereunder the Corporation shall be entitled to terminate this agreement upon one month's notice to the Company without prejudice to any rights which may have accrued from the performance hereof.

It is hereby agreed that delay in payment of the fee for three months or allowing another company / individual / enterprise to use the premises or equipment or part thereof at a fee for its / his own transmission shall constitute a material breach and the Corporation reserves the right to exercise such right under this Clause.

3.4 Either party shall have a right to immediately terminate the agreement in case:

(a) a petition for liquidation of the other party is filed in court or a resolution is passed to place that party in liquidation

OR

(b) a receiver and/or manager is appointed over the property and assets of the other party

OR

(c) the other party becomes insolvent or enters into composition arrangements

OR

(d) during the term of the agreement the other party is unable to carry on business due to non-renewal or revocation of any license or authority necessary for its continued business activities.

ARTICLE 4: FORCE MAJEURE

Neither of the parties shall have breached its contractual obligations to the extent that the execution thereof has been delayed or prevented by circumstances of force majeure

Force majeure shall consist of any act or event beyond the control of a Party or the Parties and which prevents it or them from executing its or their obligations and shall include, but not be limited to, technical failure, strike, fire, war, civil commotion, insurrection, embargo, act of God or government or state, materially affecting either of the two Parties ability to operate.

In the event that circumstances of force majeure continue for a period of more than three (3) months or in the event of severe and continuing financial difficulties incurred by the Company in the execution of its rights pursuant to the authorization of the Frequency, the Company may terminate this Agreement by written notice to the Corporation, of thirty (30) days. The Company shall be obliged to respect its obligations undertaken under this Agreement until the date of such notice of termination.

A party which claims circumstances of force majeure shall notify the other party within twenty four hours of its occurrence and provide the other party with all relevant information relating thereto. In any event such party shall take all possible useful courses of action to ensure that in the briefest possible period it is able to resume performance of its obligations hereunder which are affected by the circumstances of force majeure.

In addition, the Parties shall decide by mutual agreement in writing, any consequent changes to their mutual contractual obligations hereunder or, if necessary and subject to the earlier provisions of this Article 4, the conditions of termination of this agreement.

ARTICLE 5: TRADEMARKS

Neither party shall be entitled to use any trademark or logo of the Party without first entering into a written trademark licence with the other party to this effect.

ARTICLE 6: ASSIGNMENT

The Company shall not be entitled to assign and / or novate its rights and / or obligations under this Agreement to any third party without the prior consent of the Corporation.

ARTICLE 7: GENERAL MEASURES

- 7.1 This Agreement, as well as its annexe which form an integral part hereof, replaces any prior undertaking or agreement whether written or oral between the parties which relates in any way to this Agreement. Any change, amendment or modification to this agreement, in order to be effective, shall be in writing, signed by duly authorized representatives of both Parties.
- 7.2 If any provision of this Agreement is found to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement.
- 7.3 All notices provided for in this Agreement shall be in writing and shall be deemed to have been duly given if:
 - 7.3.1 Given by telephone discussion between senior management officials of both parties followed by written confirmation of the exchanges sent by post, or
 - 7.3.2 Sent by registered or certified mail, return receipt requested, or
 - 7.3.3 hand delivered, or
 - 7.3.4 sent by pre-paid overnight carrier with a record of receipt, or

ANNEX 8

61

KBC/MD/5/73/C

14th November, 2008

Ms. Rose Kimotho
Managing Director
Regional Reach Broadcasting Limited
P. O. Box 49640-00100
Nairobi

Dear Madame

RE: K-24 TELEVISION

Further to our letter dated 25th August, 2008 and another one of even reference dated 4th November 2008, we wish to inform you that in light of the unresolved audit issues raised in the report of 21st August 2008 and your failure to respond to the serious issues raised therein, we now deem such omission as an impingement upon the very essence of the collaborative arrangement hitherto in existence.

As a State Corporation, we are under a duty to account our operations and activities to the Government and would not do it in light of the non-availability of the clarifications sought in the audit report.

In light of the foregoing, it is now deemed that the Frequency you are holding is on lease and you take personal responsibility for the operations of K-24.

Yours faithfully



HEZEKIEL OIRA
CORPORATION SECRETARY

Cc: Permanent Secretary
Ministry of Information & Communications
Nairobi

Managing Director, KBC

Noted 4/12/08

61

KBC/MD/5/73/C

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Yours faithfully



HEZEKIEL OIRA
CORPORATION SECRETARY

Cc: Permanent Secretary
Ministry of Information & Communications
Nairobi

Managing Director, KBC

Noted, 4/12/08

ANNEX 9

JOINT VENTURE AGREEMENT

BETWEEN

KENYA BROADCASTING CORPORATION

(KBC) AND

GHETTO RADIO LIMITED (GRL)

ON THE ESTABLISHMENT AND OPERATION

OF A NEW RADIO STATION

JOINT VENTURE AGREEMENT BETWEEN KENYA BROADCASTING CORPORATION AND GHETTO RADIO LIMITED ON THE ESTABLISHMENT AND OPERATION OF A NEW RADIO STATION

This Agreement is made this 20th Day of December 2007



BETWEEN

KENYA BROADCASTING CORPORATION a statutory corporation established under the Kenya Broadcasting Corporation Act (Cap 221 of the Laws of Kenya) and having a place of business at **Harry Thuku Road, P.O. Box 30456-00100 Nairobi** in the Republic of Kenya (hereinafter referred to as "KBC") which expression shall where the context admits include its successors in title and permitted assigns.

AND

GHETTO RADIO LIMITED a limited liability company duly incorporated in Kenya under the Companies Act (Cap 486 of the Laws of Kenya) and having its registered offices in Nairobi within the aforesaid Republic and of **P.O. Box 33339-00600 Ngara, Nairobi** (hereinafter referred to as "GRL") which expression shall where the context admits include its successors in title and permitted assigns

PREAMBLE

KBC is a state corporation whose core business is to broadcast free to air content to the Kenyan Public through its various radio and television stations.

GRL is a joint venture company between Stichting Ghetto Radio of the Netherlands and Sarakasi Trust of Kenya established in Kenya for the sole purpose of running a radio station in Kenya.

Both Parties are desirous of entering into a joint venture agreement to establish, run and oversee a radio station under the terms and conditions as set out hereunder.

INTERPRETATION

AGREEMENT means this Agreement and its schedules as amended or supplemented at the relevant time.

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Handwritten signature or initials, possibly 'MWO'.

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MANAGEMENT COMMITTEE means the committee constituted pursuant to clause 6.

RELEVANT RATIO means the ratio of 50:50 to which the parties are entitled to share the earned gross revenue

SPECTRUM means the broadcasting frequency known as 89.5 FM or any other frequency that KBC shall avail for use in this joint venture, together with the link frequency assigned by the Communications Commission of Kenya under the Communications Commission of Kenya Act of 1998 which KBC shall avail for use in this joint venture

REPRESENTATIONS AND WARRANTIES

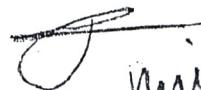
Each Party warrants to the other that the following are true and correct as of the date hereof and will continue to be correct for the whole term while this agreement is valid unless otherwise specified or mutually agreed at a later date.

- A. There are no litigation claims pending or threatened against or involving the parties which prevent them from fulfilling their obligations under this agreement.
- B. To the best of GRL'S knowledge it is not in default with regard to any law, rule, regulation, decision or demand of any court or authority that could have adverse effects on this joint venture or its obligations under this Agreement.
- C. The parties have all the necessary power and authority to enter into this Agreement and to perform its obligations hereunder and it has obtained all the necessary consents or approvals needed for the validity of this agreement and that this Agreement shall continue to be binding and enforceable until the expiry of its term.
- D. GRL warrants that it has a valid and relevant radio broadcasting license to broadcast in Kenya issued by the relevant authority(ies)..
- E. GRL warrants that it has or will obtain the relevant Certification and consents to own and operate the broadcasting equipment including the Type Approval Certificate required by the Communications Communication of Kenya.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS

1.0 CONSTITUTION OF THE JOINT VENTURE

- 1.1 With effect from 7th December, 2007 ("the commencement date") the parties shall carry on a Joint Venture ("the JV") business which will mainly take charge of operating a terrestrial radio broadcasting service

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and such other activities that the Management Committee may decide under the terms of this agreement.

- 1.2 The JV business shall be carried on in the name of **GHETTO RADIO** or such other name as the Management Committee may decide.
- 1.3 This JV Agreement shall be valid for a period of Five (5) years from the commencement date unless earlier terminated in accordance with clause 13 herein below.
- 1.4 The JV agreement may be extended upon its expiry for a further period as the parties may determine provided that the parties shall notify each other in writing of their desire to renew the Agreement within six months before its expiry.
- 1.5 The JV business shall be carried out at Shan Cinema Building, Ngara in Nairobi ("**the Premises**") or such other place as the Management Committee may determine.

2.0 CONTRIBUTIONS BY THE PARTIES TO THE JV

2.1 The parties shall invest in the JV business in the relevant ratio.

2.2 *GRL'S Contribution shall be as follows:*

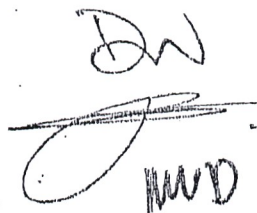
Item

- Operational financing
- GRL Radio Station staff remuneration
- Purchasing and insuring of equipment
- Purchasing of spare parts to maintain the equipment
- Marketing and branding functions
- Managerial and financial accountability on a regular basis
- Content development and training facilities
- Studio and office facilities
- Electricity bills and other co-siting facilities

2.3 *KBC'S Contribution shall be as follows:*

Item

- The Spectrum



- Goodwill
- Opportunity cost
- Technical assistance provided during installation of the equipment.

2.4 The following services shall be provided by KBC upon the parties executing specific agreements for the services indicating the terms and conditions that will govern the provision of the said services.

a. Co-siting facilities GRL shall pay to KBC the co-siting charges as shall be provided in the cositing agreement dated2007 annexed to this agreement and marked as **KBC/GRL 1.**)

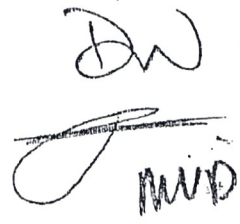
b. Technical assistance in terms of labour for the installation and repair of equipment. (The draft service agreement dated2007 is annexed hereto and marked **KBC/GRL 2.**)

c. Secondment of experienced and/or professional staff to the JV upon terms to be agreed on by the parties (The draft secondment is annexed hereto and marked **KBC/GRL3.**)

2.5 The value of these items shall be stated in schedule 2 attached hereto.

2.6 It is agreed by the parties herein that GRL shall meet the expenses for its contribution from 50% share of the gross broadcast sales revenue and through donor funding. KBC shall meet the expenses for its contribution from 50% share of the gross broadcast sales revenue.

2.7 The Management Committee shall set up a sales and marketing Department of the JV which shall oversee the sales function of the JV provided that the function may be outsourced under terms to be agreed on by the Management Committee.



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2.8 The Marketing Department of the JV shall present monthly returns to the parties on its performance against agreed targets. Provided that if the sales revenues are not satisfactory as per the set targets the Management Committee shall review the above arrangement and make the necessary changes. The reviews shall be done on a quarterly basis.

2.9 It is hereby agreed by the parties that major repairs of the equipment requiring intervention by third parties shall be facilitated by GRL.

3.0 ASSETS

3.1 Ownership maintenance and insurance of the JV's assets shall vest in the party that originally purchased them.

3.2 The goodwill of the JV business shall vest in the parties in the relevant ratio. The value of the goodwill of the JV business shall be determined as and when necessary by the Auditors of the JV.

4.0 REVENUE SHARE

The Parties shall share the Gross Revenue of the business in the relevant ratio.


5.0 JV ACCOUNTS

5.1 The Parties shall open and operate a bank account for purposes of managing the broadcast sales revenues under terms to be agreed on by the Management Committee.

5.2 The Management Committee shall appoint a firm of Auditors/Accountants to audit the accounts of the JV business and report to them on a regular basis per their directions.

6.0 MANAGEMENT OF THE JV

6.1 The JV shall be managed on behalf of the parties by a **Management Committee** ("the MC") which shall be responsible for making policy decisions of the JV business and report to the Parties on a regular basis. The MC shall be constituted in accordance with the provisions of Schedule 1 as soon as practicable after the signing of this Agreement.

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- 6.2 No Party shall undertake any activity in connection with the JV Business except with the authority of the MC.
- 6.3 The MC will be in charge of the content to be broadcast by the station.
- 6.4 The Parties shall procure that the MC acts in all respects in conformity with this Agreement.
- 6.5 KBC shall nominate in writing one of its representatives as the chairman of the meetings of the MC and the MC shall appoint one of its members as the deputy Chairman for purposes of chairing the MC meetings in the absence of the Chairman.
- 6.6 GRL shall be entitled to nominate in writing one person for appointment as the Managing Director ("MD") of the JV business which nomination shall be approved by the MC and in a similar manner to nominate a replacement of such MD in the event of such position becoming vacant.

7.0 SENIOR MANAGEMENT

- 7.1 The MC shall consider and approve the appointment of senior officers of the JV to manage the business on a day to day basis in accordance with the policy guidelines, medium or long term business plans and budgets issued by the MC from time to time.
- 7.2 The MC shall also be responsible for engaging all other personnel required for the undertaking of the JV business.
- 7.3 The Senior officers shall be responsible for the preparation and implementation of an annual operational strategy, to be approved by the MC for each financial year. This strategy shall include but not limited to:
- Financial exploitation
 - Targets for the staff
 - Audience review
 - All necessary actions

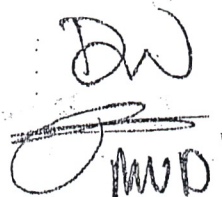
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8.0 JV PARTIES MEETINGS

- 8.1 A meeting of the Parties forming the JV shall be held at least twice a year at such time and place as the MC shall determine. Meetings of the Parties shall be convened on not less than fourteen (14) days' notice given to each of the Parties by the Secretary of the MC. The quorum for the meetings shall be as provided for in Schedule 1 of this Agreement.
- 8.2 A special meeting of the Parties shall be convened by giving 24 hour notice period if the MC so decides or if the Parties agree to it.

9.0 GENERAL PROVISIONS

- 9.1 No Party shall without the previous consent of the MC:
- 9.1.1 Act or transact any business for or have any dealings with or lend money or give credit to any person on behalf of the JV business
- 9.1.2 Engage any person or dismiss or alter the terms of employment of any person in the employment of the JV
- 9.1.3 Use any of the assets of the JV, incur any indebtedness or liability on behalf of the JV or pledge the credit of the JV; or
- 9.1.4 Assign (except pursuant to Schedule 3), mortgage, charge or otherwise dispose of its share in the JV or any interest therein.
- 9.2 Each Party shall at all times duly and punctually pay and discharge its separate debts and obligations and shall indemnify the other Party against all such debts and obligations and all actions, proceedings, costs, claims and demands in respect of them.
- 9.3 Each Party shall show the utmost good faith to the other Party in all matters relating to the JV business or the management of the JV and give full details of such matters to the other Party whenever reasonably required.
- 9.4 All accounting records and other documents relating to the JV business or the management of the JV shall be kept at the Premises or as directed by the MC, and each Party or the duly authorised representatives of each Party shall have free access to and the right to inspect and copy them.

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10.0 TRADEMARKS AND COPYRIGHT

- 10.1 The party who originally owns any trademarks or other intellectual property applicable in any way in this Agreement shall retain the ownership of the same and may avail it for use in the JV Business upon such terms and conditions as may be agreed between such party and MC.
- 10.2 The parties shall jointly own copyright for the Station's radio broadcasts within Kenya.
- 10.3 Liability for the payment of all license fees which may be due in respect of the performing rights to any music which may be contained in the programming of the Station shall be borne by the GRL.

11.0 CONFIDENTIALITY

- 11.1 The parties acknowledge that in the implementation of this Agreement they will receive valuable confidential information of both technical and commercial nature from each other and they undertake during the period of this Agreement and thereafter not to disclose such confidential information to any third party provided that, this clause shall not extend to any information which was rightfully in the possession of either party prior to the commencement of the negotiations leading to this Agreement or which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause).
- 11.2 Both parties shall not without the prior written consent of the other party divulge any part of the confidential information to any person except:
- (a) to their own employees and then only to those employees who need to know the same; or
 - (b) to either party's auditors, an officer of Kenya Revenue Authority, a court of competent jurisdiction, governmental body or applicable regulatory authority and any other persons or bodies having a right duty or obligation to know the any business of the other party and then only in pursuance of such right duty or obligation;
- 11.2 Unless otherwise provided documents emanating from GRL or KBC marked confidential will be deemed to contain such confidential information.

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11.3 KBC and GRL undertake to take reasonable steps to ensure that their officials (including contractors, employees and consultants) whose work obliges them to become familiar with confidential information will respect such confidentiality and will undertake in writing to do so.

12.0 FORCE MAJEURE

12.1 A party shall not be liable for any loss suffered by the other party arising out of the delay or in prevention of performance of the party's obligations due to any cause the adverse effects of which the party could not and cannot reasonably and practicably avoid in the ordinary conduct of the party's business.

12.2 The party whose performance is delayed or prevented shall immediately give notice in writing to the other party.

12.3 If a party's performance is delayed by such a cause the party shall be entitled to a reasonable extension not exceeding 30 days for performance. If performance is or will be delayed for longer than this period the performance shall be regarded as having been prevented.

12.4 If a party's performance is prevented the parties shall:

12.4.1 If the obligation(s) of which performance is prevented are not material, make such financial adjustment between them as may be equitable;

12.4.2 If the obligation(s) of which performance is prevented are material, endeavour in good faith to agree on an alternative basis for achieving the objects of this Agreement. If agreement on an alternative basis is not reached this Agreement shall terminate;

12.4.3 In the event of termination of this Agreement pursuant to the provisions of this clause, the parties shall make such financial adjustments between them as may be equitable and in default of agreement between the parties, the matter shall be referred to mediation or arbitration under clause 19.

13.0 TERMINATION

13.1.0 If any Party

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- 13.1.1 Purports to assign (except as permitted by this Agreement), mortgage, charge or otherwise dispose of its share in the JV or any interest therein; or
- 13.1.2 commits any serious breach or commits persistent breaches of any of the provisions of this Agreement and fails to remedy the same upon receipt from the other Party of twenty one (21) days written notice requiring such Party to do so or acts in any manner inconsistent with the good faith properly to be observed between parties; or
- 13.1.3 has a receiver appointed over any of its property or assets or makes any voluntary arrangement with its creditors, goes into liquidation for any reason, or ceases or threatens to cease to carry on business;
- 13.1.4 Loses the necessary consents and broadcast licences;
- 13.1.5 Proves that by operation of a new law the JV business becomes impossible to carry on;
- 13.1.6 (KBC) is directed to terminate the Agreement by the Government
- 13.1.7 Proves that the JV business has become economically unviable to run Either Party shall be entitled to terminate the JV Agreement by written notice of one(1) one month to that other Party. PROVIDED THAT the parties shall determine the viability of the JV business as against targets of 12 Million annual gross income during the first financial year of the business.
- 13.2 Termination of this Agreement shall not in anyway prejudice the already accrued rights of the Parties.
- 13.3 The Parties may decide to wind up the operations of the JV Business if:
- (a) The Parties agree to do so
 - (b) The business makes losses consecutively for one year
 - (c) The JV business is unable to achieve its objectives

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14. RESTRICTIONS ON ACTIVITIES

14.1 Each Party undertakes with the other that:

14.1.1 it shall not, at any time within two (2) years after the termination of this Agreement or dissolution of the JV business induce, or endeavour to induce, any person to leave the employment of the JV Business.

14.1.2 it shall not, at any time within two(2) years after the date on which the JV Agreement is terminated or the business is dissolved, carry on any business, similar to or in competition with the JV Business under any name or style which contains the name GHETTO RADIO or any name or style which is confusingly or deceptively similar to that name or any other name or style under which the JV business has been carried or which has been used in connection with the JV business on or before that date unless the other party is appropriately compensated by the Party seeking to continue doing business in that name which amount of compensation shall be agreed on by the parties

15. DISPUTES

15.1.1 Should any disputes or disagreements arise at any one time between the parties concerning this Agreement or its construction or effect, or as to the rights duties and/or liabilities of the parties or either of them under or by virtue of this Agreement or otherwise or as to any other matter in any way arising out of the subject matter of this Agreement then either party:

- (a) may declare a dispute by delivering the details of the dispute to the other party; and
- (b) request that the dispute be referred by the parties with or without legal representation, to mediation by a single mediator agreed in writing between the parties at a place and time to be determined by mediator.

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- 15.1.2 If, within 30 days of the delivery of the declaration of a dispute, the parties have not agreed to accept mediation or a mutually acceptable mediator then the dispute may be determined by arbitration as prescribed below.
- 14.1.3 If the parties agree to mediation and a mediator, then the provisions hereinafter set out in this clause shall apply to the conduct of such mediation.
- 15.1.4 The mediator shall, at his entire discretion, determine whether the reference to him shall be made in the form of written and/or oral representations provided that, in making this determination, he shall consult with the disputing parties and be guided by their desires as to the form in which the representations are to be made.
- 15.1.5 The mediator shall, within a reasonable period after receiving the representations, express a written opinion on the matter and shall include the detailed reasoning leading to the opinion.
- 15.1.6 The mediator shall deliver a copy of his opinion to each party.
- 15.1.7 The opinion so expressed by the mediator shall be final and binding on the parties unless either party within 30 days of the delivery of the opinion, notifies the other party of the party's unwillingness to accept the opinion.
- 15.1.8 The costs of mediation shall be determined by the mediator and shall comprise:
- (a) the mediator's expenses; and
 - (b) a fee, which shall have been previously agreed by the parties and the mediator.
- The costs shall be borne equally by the parties and shall be due and payable to the mediator on presentation to them of his written account.
- 15.1.9 Each party shall bear the costs of any legal advice that a party may have obtained in connection with the mediation.

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- 15.2.1 The expressed opinion of the mediator shall not prejudice the rights of the parties in any manner whatsoever in the event of their proceeding to arbitration.
- 15.2.2 Any decision given by any representative of the parties in accordance with any provision of this Agreement prior to or during the mediation shall not disqualify him from being called as a witness and giving evidence before the arbitrator on any matter whatsoever relevant to the dispute or difference so referred to the arbitrator as provided in this clause.
- 15.2.3 If any party to this agreement is unwilling to accept mediation or is unwilling to accept the opinion expressed by the mediator then any party, may, by written notice delivered to the other within 30 (thirty) days of the declaration of the dispute (if there is no mediation within 30 (thirty) days) or of the issue of the mediator's opinion (if mediation takes place), require that the dispute be referred to arbitration.
- 15.2.4 Such arbitration shall be by a single arbitrator who shall be appointed, upon application by either party, by the Chairman for the time being of the Chartered Institute Arbitrators of the United Kingdom (Kenya Chapter).
- 15.2.5 The arbitrator shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice relating to all matters in dispute submitted to him and to determine all such matters in the same manner as if no such certificate, opinion, decision, requisition or notice had been issued. The arbitration shall be conducted in the English language in Nairobi, Kenya or in such other place as the parties may agree on.
- 15.2.6 Upon every or any such reference, the costs of and incidental to the reference and award shall be in the discretion of the arbitrator, who may determine the amount of the costs, or direct them to be taxed between attorney and client or as between party and party and shall direct by whom and to whom and in what manner they shall be borne and paid.



- 15.2.7 The award of the arbitrator shall be final and binding on the parties and any party shall be entitled to apply to the courts to have such award be made an order of court.
- 15.2.8 Save as set out in this clause, the arbitration shall be conducted in accordance with the Arbitration Act, 1995, or any rules made thereunder from time to time.

16. NOTICES AND SERVICES


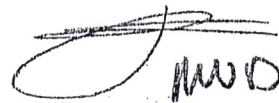
- 16.1 Any notice or other information required or permitted to be sent to any party under this Agreement shall be given by:
- (a) delivering it by hand;
 - (b) sending it by first class prepaid registered post; or
 - (c) sending it by facsimile transmission, electronic mail or comparable means of communication;
- to that Party at the address given in this agreement.
- 16.2 Any notice or information given by post which is not returned to the sender as undelivered shall be deemed to have been given on the seventh day after the envelope containing it was so posted; and proof that the envelope containing any such notice or information was properly addressed, prepaid, registered and posted, and that it has not been so returned to the sender, shall be sufficient evidence that the notice or information has been duly given.
- 16.3 Any notice or information sent by facsimile transmission, electronic mail or comparable means of communication shall be deemed to have been duly sent on the date of transmission, provided that a confirming copy of it is sent to the person in question at the addresses given within 24 hours after transmission.
- 16.4 Service of any document for the purposes of any legal proceedings concerning or arising out of this Agreement shall be effected by any Party by causing it to be delivered to the person in question to such address, or in the case of a corporation to its registered or principal office or such

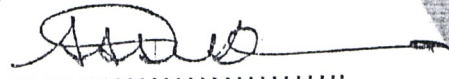
other address, as may be notified to that Party by the person in question in writing from time to time.

17. MISCELLANEOUS

- 17.1 Each party shall from time to time (both during the continuance of this Agreement and after its termination) do all such acts and execute all such documents as may be reasonably necessary in order to give effect to the provisions of this Agreement.
- 17.2 Except as may be required by law no party shall make any press or other public announcement concerning any aspect of this Agreement without first obtaining the agreement of the other party to the text of that announcement.
- 17.3 This Agreement contains the entire agreement between the parties with respect to its subject matter which supersedes any previous agreements between the parties and may not be modified except by an instrument in writing signed by the duly authorised representatives of the parties.
- 17.4 Each party acknowledges that, in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 17.5 This Agreement shall be governed by and construed in accordance with Kenyan law.



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SIGNED for and on behalf of
KENYA BROADCASTING CORPORATION

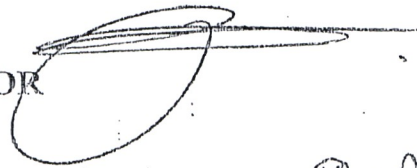


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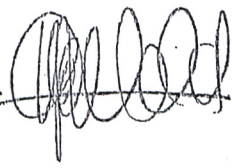


SEALED with the common seal of
GHETTO RADIO LIMITED

DIRECTOR



DIRECTOR/SECRETARY



SCHEDULE 1

THE MANAGEMENT COMMITTEE

1. Appointments and removals

KBC shall be entitled to appoint two (2) individuals while GRL shall be entitled to appoint three (3) individuals from their senior officers as their representatives to be members of the MC, to remove any such representative and to appoint another representative in his place. All appointments and removals shall be made by notice in writing given by the Party making the same to the other Party and shall take effect on the date specified in the notice or, if no such date is specified, on the date when the notice is given.

2. Alternates

Each Party may appoint any person (including a person who is already a member of the MC) to act as the alternate of one or more of its representatives at any meeting of the MC, and may revoke any such appointment. All such appointments and revocations shall be made in the same manner as that specified in paragraph 1.

3. Quorum

The quorum for all meetings of the MC shall be three members including at least one representative from each Partner.

4. Decisions of the MC

No decision of the MC shall be validly taken unless approved at a meeting of the MC by a majority of the votes entitled to be cast at that meeting or by a written instrument unanimously approved by all those entitled to attend and vote at such a meeting. Any such instrument may consist of one or more written documents in identical form signed by those so entitled.

5. Votes

At any meeting of the MC each member (or his alternate) shall be entitled to one vote; provided that, if a member is absent from any such meeting,

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the other representative of the Party whose representative that member is shall, if present at the meeting, be entitled to the vote of that absent member.

6. **Meetings**

The MC shall meet once every three (3) months or more frequently as the MC may determine. The dates and times of the meetings of the MC shall be decided by it, provided that any member may call a meeting of the MC on seven (7) days' notice to the other members.

7. **Chairman**

The Chairman shall chair all the meetings of the MC. If the chairman is not in attendance at a meeting of the MC, the deputy chairman shall act as the chairman of that meeting. If neither the chairman nor the deputy chairman is in attendance at a meeting, the same shall stand adjourned to the same day in the following week.

8. **Deadlock**

At any meeting of the MC where a resolution put to the vote has received an equal number of votes for or against, the chairman of the meeting shall either exercise a second or casting vote for or against the resolution

9. **The Managing Director**

The MD shall be an ex-officio member of the MC with no power to vote in such meetings.

10. **Secretary and minutes**

The MC shall appoint a secretary who shall attend all its meetings and take minutes.

11. **Notices**

Normal meetings shall be convened giving FOURTEEN (14) days notice while a special one shall be convened by giving twenty four (24) hour notice (If the Chairman so decides or at least three (3) Committee members made up of at least one representative from each Party decide so) to all members of the MC either personally or by sending it by post, facsimile transmission, electronic mail or comparable


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means of communication to him or to his address as notified to the secretary of the MC and all notices shall be effective upon receipt. Any notice sent by facsimile transmission, electronic mail or comparable means of communication shall be deemed to have been duly sent on the date of transmission, provided that a confirming copy of it is sent to the person in question at the addresses given in the Agreement within 24 hours after transmission.

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SCHEDULE 2**KBC'S CONTRIBUTION**


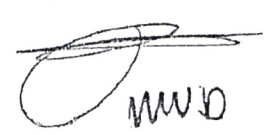
Goodwill	-	5 Million
Frequency	-	10 Million
Technical & Legal Assistance	-	7 Million
Broadcast frequency fee	-	150,000 p.a. x 5
Sub Total	-	Kshs.14 Million
Total	-	Kshs.23.4 Million

Contribution by Ghetto Radio Foundation 2007 - 2008

	In Euro	
	2007	2008
Structural Costs Nairobi		
Radio production	5,000	75,000
Staff	15,000	100,000
Accommodation	10,000	20,000
Marketing		35,000
Total costs Nairobi	<u>30,000</u>	<u>230,000</u>

Real Investments 2007

Technical investments	50,000
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Shipment, taxes, construction

40,000

90,000

To be valued activa 2007

Studio material, hardware and software,
purchased from different partners for 0
euro
but with estimated value of

300,000

Project costs Netherlands

Projectcosts Nairobi

120,000

80,000

Projectcosts webportal

70,000

50,000

190,000

130,000

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SCHEDULE D**1. NEWS PRODUCERS/DIRECTORS (CHANNEL 1)**

NAME	TERMS OF SERVICE	COMMENTS
1. Isaac Baru	Chief Producer – Permanent	Seconded from TV Dpt.
2. Joseph Cheruiyot	Senior Producer	Seconded from TV Dpt.
3. Shammer Kiawa	Producer I	Seconded from TV Dpt.
4. Edel Kwoba	Producer I	Seconded from TV Dpt.
5. Monicah Kiragu	Asst. Producer	Seconded from TV Dpt.
6. Winnie Kamau	Asst. Producer	Seconded from TV Dpt.
7. Catherine Wachira	News Editor	
8. Pauline Sheghu	News Editor	
9. Hellen Ndevi	Artiste	
10. Sarah Wangare	"	
11. Alex Mwangi	"	
12. Kyalo Juma	"	
13. Jackline Walumbe	"	
14. Sheila Kyaro	"	
15. Morris Muriithi	"	
16. Jackline Wasolo	"	

2. NEWS REPORTERS (TV & RADIO)

NAME	TERMS OF SERVICE
1. Faith Pino	Permanent (Regular) Employee
2. Judith Ako	"
3. Simon Achola	"
4. Asha Khamis	"
5. Nelly Moraa	"
6. Daniel Waitere	"
7. Wangari Kanyongo	"
8. Rosalia Opondo	"

9. Catherine Achinga	"
10. Joan Gathoni	"
11. Nicholas Kigundu	"
12. Vincent Lempaa	"
13. Antony Kaikai	"
14. Francis Kimani	"
15. Harigan Agade	"
16. Kennedy Langat	"
17. Naisula Lesuda	"
18. Vereso Mwanga	"
19. Obadia Kendagor	"
20. Justus Wanzala	"
21. Lilian Mwendo	"
22. Maureen Wambugu	Artiste
23. Diana Okemwa	"
24. Judy Wamuyu	"
25. Doreen Appolos	"
26. Collins Anampiu	"
27. Lola Nanjala	"
28. Benson Rioba	"
29. Irene Muchuma	"
30. Obrian Kimani	"
31. Ann Mburu	"

3. News Casters

1. Pauline Sheghu	Permanent/Regular Employee	Channel 1
2. Martin King'asia	"	Radio
3. Nelly Moraa	"	Radio
4. John Kago	"	Channel 1
5. Edward Kadilo	"	Radio
6. Jonah Ngare	"	Radio
7. Nicholas Omondi	"	Radio
8. Caroline Kamau	"	Channel 1
9. John Obong'o	"	Radio
10. Ndinda Kasalu	"	Radio
11. Catherine Wachira	"	Channel 1
12. Tatu Karema	"	Channel 1
13. Carolyne Robi	"	Channel 1

14. Japheth Mutunga	"	Channel 1
15. Christine Oduogi	"	Radio
16. Jacob Mogo	"	Channel 1
17. Winnie Kamau	"	Channel 1
18. Ngulamu Mwaviro	"	Radio
19. Monica Kiragu	"	Channel 1
20. Wilkister Muga	"	Radio
21. Ambia Hirsi	"	Channel 1
22. Naisula Lesuuda	"	Channel 1
23. Catherine Muhatia	"	Radio
24. Millicent Awuor	"	Radio
25. Jack Oyoo Sylvester	"	Radio
26. Bernard Maranga	"	Radio
27. Agnes Mwangangi	"	Radio
28. Catherine Ndonye	"	Radio
29. Franco Kundu	"	Radio

b) Artistes Who Read News

(i) English Service (Radio)

1. Grace Matengo
2. Bernard Okumu
3. Joy Kiruki
4. Maureen Wambugu

(ii) Idhaa (Radio)

1. Asha Juma
2. Julia Wanjiku
3. Joseph Mudindi
4. Michael Ahendera
5. Martin Mwanje
6. Charles Otunga

(iii) Channel I (TV)

1. Doreen Appollos
2. Pauline Masese
3. Leah Ngare
4. Marie Yambo
5. Irene Muchuma
6. Athman Said
7. Badi Musin
8. Kyalo Juma

END

NAMES OF FREELANCER IN THE MARKETING DEPARTMENT

1. Ogal Meshak
2. Dorcas M. Maina
3. Beatrice Wanyeki
4. S. Wangari Nyaga
5. Caroline Mathenge
6. Annie Kuria
7. Lilly Ngunu
8. Carido Jumba
9. Emily W. Nderitu
10. Francis Mburu
11. Wanjiku Kariuki
12. Benson Gachie
13. Caroline Mburu
14. Linus Gitau
15. Brian Shikumo
16. Abdi Charles
17. James Kiarie
18. Jane N. Kaihu
19. Ruth Njeri
20. Dinnah Kerubo
21. Esther Kaguima
22. Elizabeth Mwangi
23. Damaris Njoroge
24. Sarah Gathoni
25. Jane Mwenja
26. Gladys Githinji
27. Winfred Muthoni
28. Catherine Mwangi

NEW FREELANCERS JAN 2009

29. Saidi Ndombi
30. Erastus Gichuhi
31. Kennedy Swaili
32. Peter Ndegwa
33. James Mureithi
34. Catherine Ndonye

STATION:NYERI

35. Denniselee Kariuki

STATION:MOMBASA

36. Sammy Tune
37. Alice Odindi
38. Fredrick Mbondo
39. June Lance
40. Genoveva Kioko
41. Marlon Ochieng

STATION: NAKURU

42. Ben Ahenda

SCHEDULE E
KENYA BROADCASTING CORPORATION - ARTISTS PAYROLL FOR THE PERIOD 21/11/2008 - 20/11/2008

NAMES	DEPARTMENT	PROGRAM	HOME DISTRICT	QUALIFICATIONS	NOVEMBER SALARY	TAX	NET	REMARKS
1 PST. STEPHEN M. MACHARIA	CORO FM	FAMILY MATTERS	KIambu East	A LEVEL	15,000.00	579.80	14,420.20	PROGRAM ARTIST
2 AMBROSE WAKARIA	CORO FM	KHUMO	KIambu East	JUNIOR SECONDARY EXAMINATION	30,000.00	3,377.00	26,623.00	PROGRAM ARTIST
3 ANN WANGUI	CORO FM	DRAMA	KIambu West	O LEVEL	3,550.00	579.80	3,550.00	PERFORMING ARTIST
4 KAREN NUNGARI MUGAI	CORO FM	PRODUCER	KIambu West	DIPLOMA IN BEAUTY THERAPY	15,000.00	579.80	14,420.20	CONTRACTED ARTIST
5 ELIZABETH WANJIRU	CORO FM	COMEDY	KIRINYAGA	DIPLOMA IN MASS COMMUNICATION	3,550.00		3,550.00	PERFORMING ARTIST
6 PATRICK RUMUNGU K	CORO FM	DRAMA	MURANGA NORTH	DIPLOMA IN MASS COMMUNICATION	4,550.00		4,550.00	PERFORMING ARTIST
7 HUMPHREY NGONI THUITA	CORO FM	RWIGA	MURANGA NORTH	DIPLOMA IN JOURNALISM & PUBLIC RELATION	15,000.00	579.80	14,420.20	PROGRAM ARTIST
8 FAITH WARIMU	CORO FM	DRAMA	NAIROBI WEST	O LEVEL	3,550.00		3,550.00	PERFORMING ARTIST
9 KINGARA NGAITIA	CORO FM	CHILDREN	NAIROBI WEST	P1 TEACHER	10,000.00		10,000.00	PROGRAM ARTIST
10 NYOKABI MUCAH NJUGUNA	CORO FM	MUGHITHI	NAKURU	DIP IN JOURNALISM, CERT IN PR & DEGREE IN BUSINESS MGT	16,000.00	729.80	15,270.20	PROGRAM ARTIST
11 JAMES WANGOMBE	CORO FM	KUMBIJA	NYERI SOUTH	DIPLOMA IN FOOD & BEVERAGE	15,000.00	579.80	14,420.20	PROGRAM ARTIST
12 ALBERT GATUMA	CORO FM	COMEDY	NYERI SOUTH	TALENT	15,000.00		15,000.00	PERFORMING ARTIST
13 PATRICK KAMAU	CORO FM	DRAMA	THIKA	O LEVEL	4,800.00		4,800.00	PERFORMING ARTIST
14 ELIZABETH MUTHONI	CORO FM	COMEDY	THIKA	TALENT	15,000.00	579.80	14,420.20	PERFORMING ARTIST
TOTALS					166,000.00	7,005.80	158,994.20	
1 OPUDO ELIZABETH	TV PROGRAMS	DIVAS	BONDO	DIPLOMA	20,000.00	1,342.80	18,657.20	PROGRAM ARTIST
2 IRENE SIMYU	TV PROGRAMS	CHANNEL Z	BUNGOMA	DIPLOMA	15,000.00	579.80	14,420.20	CONTRACTED ARTIST
3 MERCY KUSIMBA	TV PROGRAMS	KIDS UNLIMITED	BUNGOMA	CERTIFICATE	8,000.00		8,000.00	PROGRAM ARTIST
4 JOSEPH MAKOKHA	TV PROGRAMS	GOODMORNING KENYA	BUNGOMA		130,000.00	32,932.40	97,067.60	PROGRAM ARTIST
5 RACHEL NELIMA	TV PROGRAMS	SEED FOR GREATNESS	BUNGOMA	DIPLOMA	8,000.00		8,000.00	PROGRAM ARTIST
6 FREDRICK A WANGWE	TV PROGRAMS	VITIMBI	BUSIA	TALENT	13,500.00		13,500.00	PERFORMING ARTIST
7 CATHERINE AUMA W	TV PROGRAMS	UNGWANA	BUSIA	TALENT	30,000.00		30,000.00	PERFORMING ARTIST
8 THOMAS OYOLLO	TV PROGRAMS	VITIMBI	BUTERE	TALENT	39,000.00		39,000.00	PERFORMING ARTIST
9 MATAYO KEYA	TV PROGRAMS	VIOJA	EMUHAYA	TALENT	133,000.00		133,000.00	PERFORMING ARTIST
10 JOSEPH LIBOVYA	TV PROGRAMS	VIOJA	EMUHAYA	TALENT	10,000.00		10,000.00	PERFORMING ARTIST
11 TMOITY ONDERE	TV PROGRAMS	LOKOLE	EMUHAYA	DIPLOMA	15,000.00	579.80	14,420.20	PROGRAM ARTIST
12 TMOITY ONDERE	TV PROGRAMS	LOKOLE	EMUHAYA	DIPLOMA	27,000.00		27,000.00	PROGRAM ARTIST
13 PETER O. OGUTU	TV PROGRAMS	UNGWANA	GUEST	TALENT	5,000.00		5,000.00	PROGRAM ARTIST
14 DAVID NYADERA	TV PROGRAMS	FOOTBALL ANALYSIS	GUEST	TALENT	2,000.00		2,000.00	SPORTS
15 AMPHER APDI	TV PROGRAMS	FOOTBALL ANALYSIS	GUEST	TALENT	2,000.00		2,000.00	SPORTS
16 LARRY MWACHOKI	TV PROGRAMS	FOOTBALL COMMENTARY	GUEST	TALENT	2,000.00		2,000.00	SPORTS
17 GILBERT SELEBWA	TV PROGRAMS	FOOTBALL ANALYSIS	GUEST	TALENT	2,000.00		2,000.00	SPORTS
18 PAUL ODERA	TV PROGRAMS	FOOTBALL ANALYSIS	GUEST	TALENT	12,000.00	129.80	11,870.20	SPORTS
19 PETER ACHOLA	TV PROGRAMS	FOOTBALL COMMENTARY	GUEST	TALENT	12,000.00	129.80	11,870.20	SPORTS
20 ENOS CHANGULO	TV PROGRAMS	DOCUMENTARIES	GUEST	TALENT	18,000.00	1,029.80	16,970.20	PROGRAM ARTIST
21 ANNE NJOROGE	TV PROGRAMS	SEED FOR GREATNESS	JUJA	DIPLOMA	8,000.00		8,000.00	PROGRAM ARTIST
22 ARMSTRONG KALLA	TV PROGRAMS	VITIMBI	KAGUNDO	TALENT	18,000.00		18,000.00	PERFORMING ARTIST
23 PETER SANKALE	TV PROGRAMS	VIOJA	KAJIADO	TALENT	133,000.00		133,000.00	PERFORMING ARTIST

24	REGINA MANYARA	TV PROGRAMS	GOODMORNING KENYA	KAJIADO		20,000.00	1,342.80	18,657.20	PROGRAM ARTIST
25	FEDELICE CHEPETTICH K.	TV PROGRAMS	TV PROGRAMING	KERICHO	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
26	JOY MURITHI	TV PROGRAMS	GRAPE VINE	KIAMBU	TALENT	16,000.00	729.80	15,270.20	PROGRAM ARTIST
27	REYHAB WATARI	TV PROGRAMS	CODE 254	KIAMBU	DIPLOMA	20,000.00	1,342.80	18,657.20	CONTRACTED ARTIST
28	RITA GATHONI KEZLAH	TV PROGRAMS	DESIGN	KIAMBU	CERTIFICATE	10,000.00		10,000.00	CONTRACTED ARTIST
29	DIANA THIRU	TV PROGRAMS	TV TRAFFIC	KIAMBU	DIPLOMA	17,000.00	879.80	16,120.20	CONTRACTED ARTIST
30	HADIJA NASSIR	TV PROGRAMS	VITIMBI	KIBERA	TALENT	27,000.00		27,000.00	PERFORMING ARTIST
31	FANNON THEMOR	TV PROGRAMS	UNFINISHED	KILIFT -	DIPLOMA	20,000.00	1,342.80	18,657.20	PROGRAM ARTIST
32	FRANCIS NIENGA	TV PROGRAMS	VITIMBI	KIPKELION	TALENT	140,000.00		140,000.00	PERFORMING ARTIST
33	PENINAH NDUTA	TV PROGRAMS	VITIMBI	KIRINYAGA	TALENT	12,000.00		12,000.00	PERFORMING ARTIST
34	CAROL KAMAU	TV PROGRAMS	VOICE OVERS	KIRINYAGA	TALENT	5,400.00		5,400.00	PROGRAM ARTIST
35	LEONARD MAMBO MBOTELA	TV PROGRAMS	UNGWANA	KISAUNI	TALENT	72,500.00		72,500.00	PROGRAM ARTIST
36	BENJAMIN NGUI	TV PROGRAMS	VOICE OVERS	KITUI	DIPLOMA	20,000.00		20,000.00	CONTRACTED ARTIST
37	NOELLAH MUSUNDI	TV PROGRAMS	DIVAS	KWANZA	TALENT	20,000.00	1,342.80	18,657.20	PROGRAM ARTIST
38	JULIUS KIOKO	TV PROGRAMS	VIOJA	MACHAKOS	TALENT	7,000.00		7,000.00	PERFORMING ARTIST
39	TOLBERT MUMO C/O FAUZIANA M	TV PROGRAMS	KIDS PRIME	MAKUENI	TALENT	6,000.00		6,000.00	CONTRACTED ARTIST
40	ABDI HAKIM MOHAMMED	TV PROGRAMS	VITIMBI	MANDERA	TALENT	18,000.00		18,000.00	PERFORMING ARTIST
41	EUNICE WAMBUI	TV PROGRAMS	VITIMBI	MARAGUA	TALENT	39,000.00		39,000.00	PERFORMING ARTIST
42	WAKO ALI WAKO	TV PROGRAMS	TV LIBRARY	MARSABIT	CERTIFICATE	10,000.00		10,000.00	CONTRACTED ARTIST
43	ROSEFAITH MURUNGU	TV PROGRAMS	SANTURI	MBEERE	TALENT	20,000.00	1,342.80	18,657.20	PROGRAM ARTIST
44	EVERLYN KANGAI MURIIRA	TV PROGRAMS	KIDS PRIME	MERU CENTRAL	DIPLOMA	15,000.00	579.80	14,420.20	CONTRACTED ARTIST
45	DORIS NKATHA	TV PROGRAMS	HOT PROPERTY	MERU CENTRAL	DIPLOMA	12,000.00	129.80	11,870.20	PROGRAM ARTIST
46	ABUBAKAR IBRAHIM MOHAMED	TV PROGRAMS	KISWAHILI TUKIENZI	MOMBASA	TALENT	12,000.00	129.80	11,870.20	PROGRAM ARTIST
47	NASSORO MWAMZANDI	TV PROGRAMS	UNGWANA	MSAMBWENI	TALENT	80,000.00		80,000.00	PERFORMING ARTIST
48	JOHN WAMBUGU	TV PROGRAMS	VOICE OVERS	MUGUGA	DIPLOMA	12,000.00	129.80	11,870.20	PROGRAM ARTIST
49	STEVE WETINDI	TV PROGRAMS	ANGAZA	MUMIAS	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
50	JOYCE NYAMBURA	TV PROGRAMS	VIOJA	MURANGA	TALENT	4,500.00		4,500.00	PERFORMING ARTIST
51	HUMPHREY NGONI THUITA	TV PROGRAMS	VITIMBI	MURANGA	TALENT	15,000.00		15,000.00	PERFORMING ARTIST
52	AL-HUDA MUTHONI C/O HUMPHREY	TV PROGRAMS	VITIMBI	MURANGA	TALENT	10,000.00		10,000.00	PERFORMING ARTIST
53	EVERLYNE KARANJA	TV PROGRAMS	SEED FOR GREATNESS	MURANGA	DIPLOMA	8,000.00		8,000.00	PROGRAM ARTIST
54	LUCY WANGUI	TV PROGRAMS	VIOJA	MURANGA	TALENT	145,000.00		145,000.00	PERFORMING ARTIST
55	HIRAM MUNGAI	TV PROGRAMS	VIOJA	MURANGA SOUTH	TALENT				PERFORMING ARTIST
56	FRANCIS KIBE	TV PROGRAMS	VIOJA	NAIROBI	TALENT	16,000.00		16,000.00	PERFORMING ARTIST
57	MOHAMMED TAJIRI	TV PROGRAMS	VITIMBI	NAIROBI	TALENT	13,000.00		13,000.00	PERFORMING ARTIST
58	HAWA WAMUHU ALI	TV PROGRAMS	VITIMBI	NAIROBI	TALENT	6,000.00		6,000.00	PERFORMING ARTIST
59	UMI AHMED	TV PROGRAMS	VITIMBI	NAIROBI	TALENT	8,000.00		8,000.00	PERFORMING ARTIST
60	RUKIA MWITETE	TV PROGRAMS	UNGWANA	NAIROBI	TALENT	32,000.00		32,000.00	PERFORMING ARTIST
61	OMARI SALIM	TV PROGRAMS	UNGWANA	NAIROBI	TALENT	16,000.00		16,000.00	PERFORMING ARTIST
62	AMINA IDDI	TV PROGRAMS	UNGWANA	NAIROBI	TALENT	100,000.00		100,000.00	PERFORMING ARTIST
63	FELIX K KAMAU	TV PROGRAMS	KIDS UNLIMITED	NAIROBI	TALENT	8,000.00		8,000.00	PROGRAM ARTIST
64	KENNEDY ONYONYI	TV PROGRAMS	KIDS UNLIMITED	NAIROBI	TALENT	8,000.00		8,000.00	PROGRAM ARTIST
65	GEOFFREY O. KARUWAH	TV PROGRAMS	XY	NAIROBI	DIPLOMA	12,000.00	129.80	11,870.20	PROGRAM ARTIST

66 FAITH
67 FREDIA
68 REGINAH
69 JIMMY
70 WILDREN

66	FAITH WAIRUMU	TV PROGRAMS	VOIJA	NAIROBI	TALENT	12,000.00		12,000.00	PERFORMING ARTIST
67	FREDI INDMUJI	TV PROGRAMS	GRAPE VINE	NAKURU	TALENT	16,000.00	729.80	15,270.20	PROGRAM ARTIST
68	REGINAH WAMBUI	TV PROGRAMS	CODE 254	NAKURU	UNDER GRADUATE	16,000.00	729.80	15,270.20	PROGRAM ARTIST
69	JIMMY WANJALA	TV PROGRAMS	KIDS UNLIMITED	NAKURU	TALENT	8,000.00		8,000.00	PROGRAM ARTIST
70	MIDDED ANAMI	TV PROGRAMS	VITIMBI	NANDI	TALENT	27,000.00		27,000.00	PERFORMING ARTIST
71	DICKSON OTENO	TV PROGRAMS	SEED FOR GREATNESS	NYAHERA	DIPLOMA	8,000.00		8,000.00	PROGRAM ARTIST
72	EDNAH K. OMBATI	TV PROGRAMS	KIDS UNLIMITED	NYAMIRA	CERTIFICATE	6,000.00		6,000.00	PROGRAM ARTIST
73	MILTON NYAKUNDI. O	TV PROGRAMS	FOOTBALL ANALYSIS	NYAMIRA	TALENT	6,000.00		6,000.00	SPORTS
74	GIBSON MBUGUA	TV PROGRAMS	VOIJA	NYANDARUA	TALENT				PERFORMING ARTIST
75	LAWRENCE GWAKO	TV PROGRAMS	VOIJA	NYANDO	TALENT	12,500.00		12,500.00	PERFORMING ARTIST
76	MARY DECKER OGADA	TV PROGRAMS	CHANNEL Z	NYANDO	DIPLOMA	24,000.00	2,142.80	21,857.20	CONTRACTED ARTIST
77	LEAH NGARI	TV PROGRAMS		NYERI	DIPLOMA	8,000.00		8,000.00	PROGRAM ARTIST
78	BENSON WANJAU KARIRA	TV PROGRAMS	VITIMBI	NYERI	TALENT	143,000.00		143,000.00	PERFORMING ARTIST
79	MONICA NIEMI	TV PROGRAMS	VOIJA	NYERI	TALENT	6,000.00		6,000.00	PROGRAM ARTIST
80	ROSE WANGUI	TV PROGRAMS	VOIJA	NYERI	TALENT	4,000.00		4,000.00	PROGRAM ARTIST
81	ANTONY KIRAGU	TV PROGRAMS	VOIJA	NYERI	TALENT	4,000.00		4,000.00	PROGRAM ARTIST
82	MORRIS KASONGO	TV PROGRAMS	VITIMBI	NYERI	TALENT	10,000.00		10,000.00	PROGRAM ARTIST
83	FREDRICK SANYA	TV PROGRAMS	VITIMBI	NYERI	TALENT	6,000.00		6,000.00	PROGRAM ARTIST
84	ABUBAKAR KESSY	TV PROGRAMS	VITIMBI	NYERI	TALENT	5,000.00		5,000.00	PROGRAM ARTIST
85	MICHAEL M NYAGAU	TV PROGRAMS	VITIMBI	NYERI	TALENT	3,000.00		3,000.00	PROGRAM ARTIST
86	MICHAEL M NYAGAU	TV PROGRAMS	KIDS UNLIMITED	NYERI	TALENT	6,000.00		6,000.00	PROGRAM ARTIST
87	SYMON NIAGI	TV PROGRAMS	DOCUMENTARIES	NYERI	TALENT	18,000.00	1,029.80	16,970.20	PROGRAM ARTIST
88	MERCILLINA R ONELL	TV PROGRAMS	DOCUMENTARIES	NYERI	TALENT	18,000.00	1,029.80	16,970.20	PROGRAM ARTIST
89	ANNABIGAEI WANJIRU JOYCE	TV PROGRAMS	DESIGN PROMO	RAKEDA	DIPLOMA	24,000.00	2,142.80	21,857.20	CONTRACTED ARTIST
90	ROSE AWUOR OKELO	TV PROGRAMS	KISWAHILI TUKIENZI	RONGO	TALENT	16,000.00	729.80	15,270.20	PROGRAM ARTIST
91	JOHN BYRON OHAGA	TV PROGRAMS	GRAPE VINE/ DIVAS	SIAYA	DIPLOMA	40,000.00	5,932.40	34,067.60	PROGRAM ARTIST
92	VICTOR OLUOCH	TV PROGRAMS	GRAPE VINE/ DIVAS	SIAYA	DIPLOMA	38,600.00	5,527.00	33,073.00	PROGRAM ARTIST
93	BRAHWEI ASEWE	TV PROGRAMS	GOODMORNING KENYA	SIAYA	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
94	MAXWEL OMBOGO C/O BEATRICE	TV PROGRAMS	KIDS PRIME	SIAYA	TALENT	6,000.00		6,000.00	PROGRAM ARTIST
95	JEFF SAUKE	TV PROGRAMS	DESIGN	SIAYA	DIPLOMA	24,000.00	2,142.80	21,857.20	CONTRACTED ARTIST
96	JOSEPH SHEGU	TV PROGRAMS	GOODMORNING KENYA	TAITA	DIPLOMA	18,000.00	1,029.80	16,970.20	PROGRAM ARTIST
97	BERNARD MAINA	TV PROGRAMS	VITIMBI	THIKA	TALENT	13,500.00		13,500.00	PERFORMING ARTIST
98	WATSON MACHARIA	TV PROGRAMS	UNGWANA	THIKA	TALENT	32,000.00		32,000.00	PERFORMING ARTIST
99	MARY KHABERE	TV PROGRAMS	VITIMBI	TIRIKI	TALENT				PERFORMING ARTIST
100	JOHN BOSCO NDEGE	TV PROGRAMS	DESIGN PROMOS	TRANS NZOLA	DIPLOMA	24,000.00	2,142.80	21,857.20	CONTRACTED ARTIST
101	DAVID KUYA	TV PROGRAMS	VOIJA	VHIGA	TALENT	10,000.00		10,000.00	PERFORMING ARTIST
102	HILLARY LISIMBA AMBANI	TV PROGRAMS	GRAPE VINE/ DIVAS	VHIGA	DIPLOMA	33,600.00	4,277.00	29,323.00	PROGRAM ARTIST
103	GETRUIDE KIVAYA	TV PROGRAMS	CHANNEL Z	VHIGA	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
104	MICHAEL AHENDERA KALWALE	TV PROGRAMS	KISWAHILI TUKIENZI	VHIGA	DIPLOMA	16,000.00	729.80	15,270.20	PROGRAM ARTIST
105	PATRICK MBUGUA	TV PROGRAMS	UNGWANA		TALENT	30,000.00		30,000.00	PERFORMING ARTIST
106	MARY CHELIMO CHERIRO	TV PROGRAMS	MANZILANE	KAPSABET	TALENT	6,000.00		6,000.00	PERFORMING ARTIST
107	SAMWEL ISAAC OTENO	TV PROGRAMS	MANZILANE	BONDO	TALENT	10,000.00		10,000.00	PERFORMING ARTIST

108	MERCY W. CHEGE	TV PROGRAMS	MNAZILANE	TALENT	TALENT	6,000.00			6,000.00	PERFORMING ARTIST
109	LUCY NYAGAH	TV PROGRAMS	MNAZILANE	MERU SOUTH	TALENT	37,000.00			37,000.00	PROGRAM ARTIST
110	GRACE WANGARI	TV PROGRAMS	MNAZILANE	NAKURU	TALENT	12,000.00			12,000.00	PERFORMING ARTIST
111	CATHERINE NIOKI	TV PROGRAMS	MNAZILANE	MERU SOUTH	TALENT	26,000.00			26,000.00	PERFORMING ARTIST
112	MONICAH N. DJULU NGULU	TV PROGRAMS	MNAZILANE	KIambu	TALENT	6,000.00			6,000.00	PERFORMING ARTIST
113	MELVIN ALUSA	TV PROGRAMS	MNAZILANE	KAKAMEGA	TALENT	7,000.00			7,000.00	PERFORMING ARTIST
114	MICHAEL MUNENE MWANGI	TV PROGRAMS	MNAZILANE	KIRINYAGA	TALENT	14,000.00			14,000.00	PERFORMING ARTIST
115	KIPNGETICH NICKSON KIRWA	TV PROGRAMS	MNAZILANE	NANDI SOUTH	TALENT	12,000.00			12,000.00	PERFORMING ARTIST
116	WILFRED NGUGI	TV PROGRAMS	MNAZILANE	MURANGA	TALENT	14,000.00			14,000.00	PERFORMING ARTIST
117	LEAH KABARIA	TV PROGRAMS	GOSPEL HOUR		TALENT	20,000.00	1,342.80		18,657.20	PROGRAM ARTIST
118	SOPHIA WANJANA NG'ANNGA	TV PROGRAMS	DIVAS		TALENT	20,000.00	1,342.80		18,657.20	PROGRAM ARTIST
119	EMMANUEL MWASHUMBE	TV PROGRAMS	SANTURI	TAITA	TALENT	20,000.00	1,342.80		18,657.20	PROGRAM ARTIST
120	SAMUEL OWINO BODO	TV PROGRAMS	SANTURI		DIPLOMA	12,000.00	129.80		11,870.20	PROGRAM ARTIST
121	JOY KIRUKI	TV PROGRAMS	FEATURES	MERU	DIPLOMA	40,800.00	6,172.40		34,627.60	PROGRAM ARTIST
122	ALEXIA MUSAU C/O SHEILA KENI	TV PROGRAMS	KIDS PRIME	MAKUENI	TALENT	6,000.00			6,000.00	PROGRAM ARTIST
	TOTAL					2,703,900.00	87,312.80		2,616,587.20	
1	REBECCA MASINDE	TV TECHNICAL		BUNGOMA	DIPLOMA	12,000.00	129.80		11,870.20	CONTRACTED ARTIST
2	REBECCA MASINDE	TV TECHNICAL		BUNGOMA	DIPLOMA	12,000.00	129.80		11,870.20	CONTRACTED ARTIST
3	ANTONY JUMA	TV TECHNICAL		BUNGOMA	DIPLOMA	12,000.00	129.80		11,870.20	CONTRACTED ARTIST
4	MARY WENANI	TV TECHNICAL		BUNGOMA	DIPLOMA	12,000.00	129.80		11,870.20	CONTRACTED ARTIST
5	MARK WAMALWA	TV TECHNICAL		BUNGOMA	DIPLOMA	12,000.00	129.80		11,870.20	CONTRACTED ARTIST
6	GEORGINA PAASI	TV TECHNICAL		BUSIA	DIPLOMA	12,000.00	129.80		11,870.20	CONTRACTED ARTIST
7	ZACHARIA DUKO	TV TECHNICAL		HOLA	DIPLOMA	12,000.00	129.80		11,870.20	CONTRACTED ARTIST
8	ERICK KIMUTAI KEMEI	TV TECHNICAL		KERICHO	DIPLOMA	12,000.00	129.80		11,870.20	CONTRACTED ARTIST
9	PENINA WANJIKU WANGANGA	TV TECHNICAL		KIambu	DIPLOMA	12,000.00	129.80		11,870.20	CONTRACTED ARTIST
10	CYRUS MITHAMO	TV TECHNICAL		KIRINYAGA	DIPLOMA	12,000.00	129.80		11,870.20	CONTRACTED ARTIST
11	PHOEBE NYABASA	TV TECHNICAL		KISHI CENTRAL	DIPLOMA	8,000.00			8,000.00	CONTRACTED ARTIST
12	EDNA MWENDE MINA	TV TECHNICAL		KITUI	DIPLOMA	12,000.00	129.80		11,870.20	CONTRACTED ARTIST
13	DENIS MUSYOKA ALLAN	TV TECHNICAL		KITUI	DIPLOMA	12,000.00	129.80		11,870.20	CONTRACTED ARTIST
14	LUCIA MUSENYA MOKI	TV TECHNICAL		KITUI	DIPLOMA	12,000.00	129.80		11,870.20	CONTRACTED ARTIST
15	STEPHEN MUTHAMIJ.	TV TECHNICAL		KITUI	DIPLOMA	12,000.00	129.80		11,870.20	CONTRACTED ARTIST
16	JULIA AKINYI ONYANGO	TV TECHNICAL		KOSELE	DIPLOMA	8,000.00			8,000.00	CONTRACTED ARTIST
17	EZEKIEL WASWA	TV TECHNICAL		KWISERO	DIPLOMA	12,000.00	129.80		11,870.20	CONTRACTED ARTIST
18	PAULINE NJERI WAKABA	TV TECHNICAL		LAMU	DIPLOMA	12,000.00	129.80		11,870.20	CONTRACTED ARTIST
19	OSCAR WANJALA WASWA	TV TECHNICAL		LUGARI	DIPLOMA	12,000.00	129.80		11,870.20	CONTRACTED ARTIST
21	SILVIA JOY INGADO	TV TECHNICAL		LUGARI	DIPLOMA	12,000.00	129.80		11,870.20	CONTRACTED ARTIST
22	JAMES KIOKO KIVINDA	TV TECHNICAL		MACHAKOS	DIPLOMA	12,000.00	129.80		11,870.20	CONTRACTED ARTIST
23	KENNEDY GITONGA MBOGO	TV TECHNICAL		MBEERE	DIPLOMA	12,000.00	129.80		11,870.20	CONTRACTED ARTIST
24	ROSA KYALO	TV TECHNICAL		MBOONI WEST	DIPLOMA	8,000.00			8,000.00	CONTRACTED ARTIST
25	ROSE MRUIGA	TV TECHNICAL		MERU	DIPLOMA	12,000.00	129.80		11,870.20	CONTRACTED ARTIST
26	JANET MAINA CHERONO	TV TECHNICAL		MOLO	DIPLOMA	12,000.00	129.80		11,870.20	CONTRACTED ARTIST
27	DAVID MWANGIGAGAGUA	TV TECHNICAL		MURANGA	DIPLOMA	8,000.00			8,000.00	CONTRACTED ARTIST

28	STELLA OMWENGA	TV TECHNICAL			NYAMBIRA	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
29	ROBERT MUGO KAMUNYA	TV TECHNICAL			NYERI	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
30	FRANCIS MWANGI	TV TECHNICAL			NYERI	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
31	JEMIMAH MKAMBURI KIRUHI	TV TECHNICAL			NYERI	DIPLOMA	8,000.00		8,000.00	CONTRACTED ARTIST
32	WILLIAM W MUCHIRI	TV TECHNICAL			OL KALAO	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
33	PHHELIGON AWINDO NGON	TV TECHNICAL			SOUTH NYANZA	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
34	MIRIAM WANIKU	TV TECHNICAL			THIKA	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
35	MARGARET NYAWERA	TV TECHNICAL			TURKANA	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
36	SHDRACK SAYA LUVATE	TV TECHNICAL			UASIN GISHU	DIPLOMA	8,000.00		8,000.00	CONTRACTED ARTIST
37	EVALINE OTHENO	TV TECHNICAL			VHIGA	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
38	ZADOCK KADAGI	TV TECHNICAL			VHIGA	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
39	LUGUSA ANDREW MAYODI	TV TECHNICAL			VHIGA	DIPLOMA	8,000.00		8,000.00	CONTRACTED ARTIST
40	MILDRED BOYANI OMBASA	TV TECHNICAL				DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
41	EVERLINE WAIRIMU GICHERU	TV TECHNICAL				DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
42	STEPHEN MUSYOKA NDETI	TV TECHNICAL				DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
43	PETER OTENO ANGINYA	TV TECHNICAL				DIPLOMA	8,000.00		8,000.00	CONTRACTED ARTIST
44	RUTH WERE	TV TECHNICAL				DIPLOMA	8,000.00		8,000.00	CONTRACTED ARTIST
45	PAUL LUTTA KAMULIHI	TV TECHNICAL				DIPLOMA	8,000.00		8,000.00	CONTRACTED ARTIST
46	DOROTHY MARY NYAKOWA	TV TECHNICAL				DIPLOMA	8,000.00		8,000.00	CONTRACTED ARTIST
	TOTAL						495,000.00	4,413.20	491,586.80	
1	PAUL MUTUKU	RADIO PROGRAMS					4,000.00		4,000.00	CONTRACTED ARTIST
2	GRACE WAWIRA NYAGA	RADIO PROGRAMS			EMBU	COMMUNICATION/PUBLIC RELATIONS	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
3	RUTH RWAMBA K.	RADIO PROGRAMS			EMBU	DIPLOMA IN MASS COMMUNICATION	10,000.00		10,000.00	CONTRACTED ARTIST
4	IDLE OMAR HASSAN	RADIO PROGRAMS			GARISSA	DIPLOMA IN MASS COMMUNICATION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
5	GEOFFREY ONDITI	RADIO PROGRAMS			GUCHA	DIPLOMA IN MASS COMMUNICATION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
6	MARTIN MWANJE	RADIO PROGRAMS			KAKAMEGA	DIPLOMA IN MASS COMMUNICATION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
7	JAMES ONYANGO JOEL	RADIO PROGRAMS			KISUMU	VAST EXPERIENCE	10,000.00		10,000.00	CONTRACTED ARTIST
8	BUSHNELL W. NDAMBUKI	RADIO PROGRAMS			MAKUENI	DIPLOMA IN MASS COMMUNICATION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
9	HALIMA ASFA	RADIO PROGRAMS			MARSABIT	O LEVEL CERTIFICATE	5,500.00		5,500.00	CONTRACTED ARTIST
10	HENRY HIRKENA LEIBORKWE	RADIO PROGRAMS			MARSABIT	DIPLOMA IN IT	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
11	DOKATA DIDA ROSE	RADIO PROGRAMS			MARSABIT	DIPLOMA IN MASS COMMUNICATION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST

12	ETHEBA ADEN JELLE	RADIO PROGRAMS	CONTINUITY	MARSABIT	DIPLOMA IN MASS COMMUNICATION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
13	PAUL OGE SIKO	RADIO PROGRAMS	CONTINUITY	MARSABIT	O' LEVEL CERTIFICATE	10,000.00		10,000.00	CONTRACTED ARTIST
14	ENOCK BOSIRE	RADIO PROGRAMS	METRO LOG/OPERATIONS	MASABA	DIPLOMA IN MASS COMMUNICATION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
15	CHRISTINE N. NKONGE	RADIO PROGRAMS	REPORTER/PRODUCER	MERU SOUTH	BACHELOR OF COMMUNICATION	15,000.00	579.80	14,420.20	CONTRACTED ARTIST
16	BENJAMIN KIMATHI BAUNI	RADIO PROGRAMS	CONTINUITY	MERU SOUTH	DIPLOMA IN MASS COMMUNICATION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
17	LEONARD MAMBO	RADIO PROGRAMS	PRODUCER/CONTINUITY	MOMBASA	VAST EXPERIENCE	60,000.00		60,000.00	PROGRAM ARTIST
18	KHADUAH ALI	RADIO PROGRAMS	CONTINUITY	MOMBASA	VAST EXPERIENCE	25,000.00	2,342.80	22,657.20	PROGRAM ARTIST
19	ANNE NDEGWA	RADIO PROGRAMS	PRODUCER/REPORTER	NYERI	DIPLOMA IN MASS COMMUNICATION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
20	GRACE KANEVIA	RADIO PROGRAMS	PRODUCER	NYERI	DIPLOMA IN MASS COMMUNICATION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
21	EMMAUEL MWASHUMBE	RADIO PROGRAMS	RABARABA	TAITA	DIPLOMA IN MASS COMMUNICATION	16,000.00	729.80	15,270.20	PROGRAM ARTIST
22	STELLA KABURA	RADIO PROGRAMS	RADIO DRAMA			700.00		700.00	PERFORMING ARTIST
23	ANTHONY NYORORO	RADIO PROGRAMS	RADIO DRAMA			6,000.00		6,000.00	PERFORMING ARTIST
24	STEVE ADOGO	RADIO PROGRAMS	RADIO DRAMA			24,300.00		24,300.00	PERFORMING ARTIST
25	REGINA HINGA	RADIO PROGRAMS	RADIO DRAMA			2,200.00		2,200.00	PERFORMING ARTIST
26	LAWRENCE OYONDI	RADIO PROGRAMS	RADIO DRAMA			2,200.00		2,200.00	PERFORMING ARTIST
27	EVERLYN GAITHO	RADIO PROGRAMS	RADIO DRAMA			2,200.00		2,200.00	PERFORMING ARTIST
28	RUTH MIHARI	RADIO PROGRAMS	RADIO DRAMA			700.00		700.00	PERFORMING ARTIST
29	AMOS ORUKU	RADIO PROGRAMS	RADIO DRAMA			700.00		700.00	PERFORMING ARTIST
30	EVA WAWERU	RADIO PROGRAMS	RADIO DRAMA			800.00		800.00	PERFORMING ARTIST
31	PAULINE NJOROGI	RADIO PROGRAMS	RADIO DRAMA			700.00		700.00	PERFORMING ARTIST
32	JAMES MUHANDO	RADIO PROGRAMS	RADIO DRAMA			10,500.00		10,500.00	PERFORMING ARTIST
33	CHRISTINE MUTUKU	RADIO PROGRAMS	RADIO DRAMA			1,500.00		1,500.00	PERFORMING ARTIST
34	TONY MIGWI	RADIO PROGRAMS	RADIO DRAMA			2,800.00		2,800.00	PERFORMING ARTIST
35	CHRISTINE NDUNGWA	RADIO PROGRAMS	RADIO DRAMA			2,100.00		2,100.00	PERFORMING ARTIST
36	SARAH ATIENO	RADIO PROGRAMS	RADIO DRAMA			2,100.00		2,100.00	PERFORMING ARTIST
37	LEAH KABARIA	RADIO PROGRAMS	RADIO DRAMA			700.00		700.00	PERFORMING ARTIST
38	EUNICE ADHAMBO	RADIO PROGRAMS	RADIO DRAMA			2,100.00		2,100.00	PERFORMING ARTIST
39	FRIDAH OBWOGE	RADIO PROGRAMS	RADIO DRAMA			700.00		700.00	PERFORMING ARTIST
40	MESHACK MWENDWA MUTHAMA	RADIO PROGRAMS	RADIO DRAMA			4,000.00		4,000.00	PERFORMING ARTIST
41	DOUGLAS NJOGU NYAGA	RADIO PROGRAMS	RADIO DRAMA			6,000.00		6,000.00	PERFORMING ARTIST
42	PETERSON MUREITHI N.	RADIO PROGRAMS	RADIO DRAMA			4,000.00		4,000.00	PERFORMING ARTIST
43	VIVIAN ONYUNA	RADIO PROGRAMS	RADIO DRAMA			1,000.00		1,000.00	PERFORMING ARTIST
44	RUTH CHEGE	RADIO PROGRAMS	RADIO DRAMA			2,750.00		2,750.00	PERFORMING ARTIST
45	GRACE MAINA	RADIO PROGRAMS	RADIO DRAMA			500.00		500.00	PERFORMING ARTIST
46	CHRIS KUBASU	RADIO PROGRAMS	PRESENTER			6,000.00		6,000.00	PROGRAM ARTIST
47	XUIAH ALEX	RADIO PROGRAMS	COUNSELLOR			5,000.00		5,000.00	PROGRAM ARTIST
48	CHRIS KUBASU	RADIO PROGRAMS	PRESENTER			9,000.00		9,000.00	PROGRAM ARTIST
49	ALI SALIM MIMANGA	RADIO PROGRAMS	PRODUCER			17,500.00	954.80	16,545.20	PROGRAM ARTIST
	TOTAL					418,250.00	6,164.80	412,085.20	

28	IRENE M. WANGUI	NEWSROOM	NEWS REPORTER	NYERI SOUTH	B.A IN COMMUNICATION	21,000.00	1,542.80	19,457.20	CONTRACTED ARTIST
29	LEAH WANJURU NGARI	NEWSROOM	NEWS PRESENTER	NYERI SOUTH	DIPLOMA IN JOURNALISM & MASS COMM	16,600.00	819.80	15,780.20	CONTRACTED ARTIST
30	MOURINE W WAMBUGU	NEWSROOM	NEWS EDITOR	NYERI SOUTH	DIPLOMA IN PUBLIC RELATIONS	42,000.00	6,532.40	35,467.60	CONTRACTED ARTIST
31	ERIC MSHILA	NEWSROOM	NEWS DESIGNER	TAITA TAVETA	DIPLOMA IN GRAPHICS & DESIGN	18,000.00	1,029.80	16,970.20	CONTRACTED ARTIST
32	O'BRIEN KIMANI WARUI	NEWSROOM	BUSINESS REPORTER	THIKA	DIPLOMA IN BROADCAST JOURNALISM	18,000.00	1,029.80	16,970.20	CONTRACTED ARTIST
33	BUCKLEY FETHA	NEWSROOM	SPORTS REPORTER	VHIGA	DIPLOMA IN JOURNALISM & PR	18,000.00	1,029.80	16,970.20	CONTRACTED ARTIST
34	DAVID CHEYE A.	NEWSROOM	SPORTS REPORTER	VHIGA	BA IN LANGUAGE & POST GRADUATE IN MASS COMM	21,000.00	1,542.80	19,457.20	CONTRACTED ARTIST
35	TONY GACHUKIA	NEWSROOM	SPORTS REPORTER			24,000.00	2,142.80	21,857.20	LEFT ON 3/11/2008
36	DANIEL N. WAHOME	NEWSROOM	INTERVIEW			2,000.00		2,000.00	LEFT ON 3/11/2008
37	DAVID NYADERA	NEWSROOM	SPORTS REPORTER			18,000.00	1,029.80	16,970.20	CONTRACTED ARTIST
38	SHEILA KAYARO	NEWSROOM	WEATHER PRESENTER			27,800.00	2,902.80	24,897.20	CONTRACTED ARTIST
39	MARTIN MWANJE	NEWSROOM	NEWS PRESENTER			6,500.00		6,500.00	CONTRACTED ARTIST
40	JACKLINE N. WASOLO	NEWSROOM	PRODUCER			18,000.00	1,029.80	16,970.20	CONTRACTED ARTIST
41	PETER OYTER	NEWSROOM	NEWS PRESENTER			6,000.00		6,000.00	LEFT ON 3/11/2008
42	SUSAN WANJURU KIMACHIA	NEWSROOM	NEWS PRESENTER			6,000.00		6,000.00	LEFT ON 3/11/2009
43	JOY KIRUKI	NEWSROOM	NEWS PRESENTER			16,000.00	729.80	15,270.20	CONTRACTED ARTIST
44	LINDA A. OGUTU	NEWSROOM	NEWS PRESENTER			7,500.00		7,500.00	LEFT ON 3/11/2011
45	MICHAEL AHENDERA KALLWALE	NEWSROOM	NEWS PRESENTER			20,000.00	1,329.80	18,670.20	CONTRACTED ARTIST
	TOTAL					906,400.00	80,650.80	825,749.20	
1	MUTHONI MACHARIA	MARKETING		MURANGA	CPA K AND MS OFFICE, QUIKBOOKS	15,000.00	579.80	14,420.20	CONTRACTED ARTIST
2	GATHONI MUCHAI	MARKETING		THIKA	DIPLOMA IN FRONT OFFICE MGT & CUSTOMER CARE	15,000.00	579.80	14,420.20	CONTRACTED ARTIST
	TOTALS					30,000.00	1,159.60	28,840.40	
1	DR. WANJIKU NGANGA	IT	IT CONSULTANT		PHD	150,000.00	40,094.00	109,906.00	CONTRACT
2	JOHN NGARUJYA	IT		MURANGA	DIPLOMA IT	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
3	JOSEPH GATHII	IT		NAKURU	DIPLOMA IT	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
4	CHARLES KIOKO	IT		MAKUENI	DIPLOMA IT, ADVANCED DIPLOMA IT	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
5	LINET KERUBO	IT		KISII NORTH	DIPLOMA COMPUTER STUDIES	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
6	SHELMITH WANGECHI	IT		NYERI	CERTIFICATE IT, DIPLOMA IT, ADVANCED DIPLOMA IT	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
7	SILVESTER LENGWEA	IT		SAMBURU	DIPLOMA IT, N+, A+	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
	TOTALS					222,000.00	40,872.80	181,127.20	
1	ANTONY MOROGO	PRD		KOIBATEK	BSC ELECTRICAL AND ELECTRONICS	30,000.00	3,377.00	26,623.00	CONTRACTED ARTIST
	TOTAL					30,000.00	3,377.00	26,623.00	
1	GLORIANE WAYUA	HR	ERP PROJECT		DIPLOMA IN HR AND COMPUTERS	12,000.00	129.80	11,870.20	TEMPORARY EMPLOYE
	TOTAL					12,000.00	129.80	11,870.20	

36	ROSEFAITH MURUNGU	TV PROGRAMS	SANTURU			TALENT	20,000.00	1,342.80	18,657.20	PROGRAM ARTIST
37	EVERLYN KANGAI MURIIRA	TV PROGRAMS	KIDS PRIME		MERU CENTRAL	DIPLOMA	15,000.00	579.80	14,420.20	CONTRACTED ARTIST
38	DORIS NKATHA	TV PROGRAMS	DIVAS		MERU CENTRAL	DIPLOMA	12,000.00	129.80	11,870.20	PROGRAM ARTIST
39	NASSORO MWANZANDI	TV PROGRAMS	UNGWANA		MSAMBWENI	TALENT	80,000.00		80,000.00	PERFORMING ARTIST
40	JOHN WAMBUGU	TV PROGRAMS	PRODUCTION		MUGUGA	DIPLOMA	12,000.00	129.80	11,870.20	PROGRAM ARTIST
41	STEVE WETINDI	TV PROGRAMS	ANGAZA		MUMIAS	DIPLOMA	20,000.00	1,342.80	18,657.20	CONTRACTED ARTIST
42	HUMPHREY NGONF-FRUITA	TV PROGRAMS	VITIMBI		MURANGA	TALENT	15,000.00		15,000.00	PERFORMING ARTIST
43	EVERLYNE KARANJA	TV PROGRAMS	SEED FOR GREATNESS		MURANGA	DIPLOMA	16,000.00	729.80	15,270.20	PROGRAM ARTIST
44	LUCY WANGUI	TV PROGRAMS	VIOJA		MURANGA	TALENT	147,000.00		147,000.00	PERFORMING ARTIST
45	HIRAM MUNGAI	TV PROGRAMS	VIOJA		MURANGA SOUTH	TALENT	133,000.00		133,000.00	PERFORMING ARTIST
46	FRANCIS KIBE	TV PROGRAMS	VIOJA		NAIROBI	TALENT	18,000.00		18,000.00	PERFORMING ARTIST
47	MOHAMMED TAJRI	TV PROGRAMS	VITIMBI		NAIROBI	TALENT	13,000.00		13,000.00	PERFORMING ARTIST
48	HAWA WAMUHU ALI	TV PROGRAMS	VITIMBI		NAIROBI	TALENT	8,000.00		8,000.00	PERFORMING ARTIST
49	UMI AHMED	TV PROGRAMS	VITIMBI		NAIROBI	TALENT	3,000.00		3,000.00	PERFORMING ARTIST
50	RUKIA MWITETE	TV PROGRAMS	UNGWANA		NAIROBI	TALENT	32,500.00		32,500.00	PERFORMING ARTIST
51	OMARI SALIM	TV PROGRAMS	UNGWANA		NAIROBI	TALENT	15,000.00		15,000.00	PERFORMING ARTIST
52	AMINA IDDI	TV PROGRAMS	UNGWANA		NAIROBI	TALENT	100,000.00		100,000.00	PERFORMING ARTIST
53	FELIX K KAMAU	TV PROGRAMS	KIDS UNLIMITED		NAIROBI	TALENT	4,000.00		4,000.00	PROGRAM ARTIST
54	KENNEDY ONYONYI	TV PROGRAMS	KIDS UNLIMITED		NAIROBI	TALENT	4,000.00		4,000.00	PROGRAM ARTIST
55	GEOFFREY O KARUWAH	TV PROGRAMS	PRODUCTION		NAIROBI	DIPLOMA	12,000.00	129.80	11,870.20	PROGRAM ARTIST
56	FAITH WAIRIMU	TV PROGRAMS	VIOJA		NAIROBI	TALENT	12,000.00		12,000.00	PERFORMING ARTIST
57	FREDI INDIRMILI	TV PROGRAMS	GRAPE VINE		NAKURU	TALENT	16,000.00	729.80	15,270.20	PROGRAM ARTIST
58	REGINAH WAMBUI	TV PROGRAMS	CODE 254		NAKURU	UNDER GRADUATE	20,000.00	1,342.80	18,657.20	PROGRAM ARTIST
59	JIMMY WANJALA	TV PROGRAMS	KIDS UNLIMITED		NAKURU	TALENT	2,000.00		2,000.00	PROGRAM ARTIST
60	MILDRED ANAMI	TV PROGRAMS	VITIMBI		NAI	TALENT	27,000.00		27,000.00	PERFORMING ARTIST
61	DICKSON OTIENO	TV PROGRAMS	SEED FOR GREATNESS		NYAHARA	DIPLOMA	16,000.00		16,000.00	PROGRAM ARTIST
62	EDNAH K OMBATI	TV PROGRAMS	KIDS UNLIMITED		NYAMIRA	CERTIFICATE	5,000.00		5,000.00	PROGRAM ARTIST
63	GIBSON MBUGUA	TV PROGRAMS	VIOJA		NYANDARIJA	TALENT	138,000.00		138,000.00	PERFORMING ARTIST
64	LAWRENCE GWAKO	TV PROGRAMS	VIOJA		NYANDO	TALENT	11,000.00		11,000.00	PERFORMING ARTIST
65	LEAH NGARJ	TV PROGRAMS	SEED FOR GREATNESS		NYERI	DIPLOMA	16,000.00		16,000.00	PROGRAM ARTIST
66	BENSON WANJAU KARIRA	TV PROGRAMS	VITIMBI		NYERI	TALENT	143,000.00		143,000.00	PERFORMING ARTIST
67	MORRIS KASONGO	TV PROGRAMS	VITIMBI		ONE OFF	TALENT	8,000.00		8,000.00	PROGRAM ARTIST
68	FREDRICK SANYA	TV PROGRAMS	VITIMBI		ONE OFF	TALENT	4,000.00		4,000.00	PROGRAM ARTIST
69	ABUBAKAR KESSY	TV PROGRAMS	VITIMBI		ONE OFF	TALENT	10,000.00		10,000.00	PROGRAM ARTIST
70	MICHAEL MUKUNDI OJIMA	TV PROGRAMS	VITIMBI		ONE OFF	TALENT	10,000.00		10,000.00	PROGRAM ARTIST

12	PHILBON AVINO NGON	TV TECHNICAL	TRANSMISSION	SOUTH NYANZA	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
13	MIRIAM WANJIKU	TV TECHNICAL	SOUND	THIKA	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
14	MARGARET NYAMERA	TV TECHNICAL	CAMERA MAN	TURKANA	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
15	SHIRACK SAVA LUVATE	TV TECHNICAL	CAMERA MAN	UASIN GISHU	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
16	EVALINE OTHIENO	TV TECHNICAL	VIDEO EDITOR	VIHIGA	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
17	ZADOCK KADAGI	TV TECHNICAL	TECHNICAL OPERATOR	VIHIGA	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
18	MILRED BOYANI OMBASA	TV TECHNICAL	VIDEO EDITOR	KISII CENTRAL	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
19	EVERLINE WAIRIMU GICHERU	TV TECHNICAL	VIDEO EDITOR	MARAGUA	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
20	STEPHEN MUSTOKA NDETI	TV TECHNICAL	VTR/SOUND	MACHAKOS	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
21	PETER OTIENO ANGINYA	TV TECHNICAL	CAMERA MAN	SUBA	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
22	RUTH WERE	TV TECHNICAL	VISION MIXER	KWISERO	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
23	PAUL LUTTA KAMULICHI	TV TECHNICAL	CAMERA MAN	BUITEBE	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
24	DOROTHY MARY NYAKOWA	TV TECHNICAL	CAMERA MAN	BUITEBE	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
25	TOTAL					528,000.00	5,711.20	522,288.80	
1	GRACE WAWIRA NYAGA	RADIO PROGRAMS	CONTINUITY-KIEMBU	EMBU	DIPLOMA IN MASS COMMUNICATION/PUBLIC RELATION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
2	RUTH RWABABA K.	RADIO PROGRAMS	CONTINUITY-KIEMBU	EMBU	DIPLOMA IN MASS COMMUNICATION	10,000.00		10,000.00	CONTRACTED ARTIST
3	IDLE OMAR HASSAN	RADIO PROGRAMS	CONTINUITY-SOMALI	GARISSA	DIPLOMA IN MASS COMMUNICATION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
4	GEOFFREY ONDITI	RADIO PROGRAMS	PRODUCER-PRODUCTION	GUCHA	DIPLOMA IN MASS COMMUNICATION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
5	MARTIN MWANJE	RADIO PROGRAMS	PRODUCER-CURRENT AFFAIRS	KAKAVEGA	DIPLOMA IN MASS COMMUNICATION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
6	JAMES ONYANGO JOEL	RADIO PROGRAMS	ZILIZOPENDWA-IDHAA	KISUMU	VAST EXPERIENCE	12,500.00	204.80	12,295.20	CONTRACTED ARTIST
7	BUSHNELL W. NDAMBURI	RADIO PROGRAMS	CONTINUITY-KIKAMBA	MAKUENI	DIPLOMA IN MASS COMMUNICATION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
8	HALIMA TUBULA	RADIO PROGRAMS	RADIO THEATRE-BURJI	MARSABIT	O LEVEL CERTIFICATE	8,600.00		8,600.00	CONTRACTED ARTIST
9	HENRY HIRKENA LEIBORKWE	RADIO PROGRAMS	CONTINUITY-RENDILE	MARSABIT	DIPLOMA IN IT	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
10	DOKATA DIDA KOSE	RADIO PROGRAMS	CONTINUITY-BORANA	MARSABIT	DIPLOMA IN MASS COMMUNICATION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
11	ETHEBA ADEN JELLE	RADIO PROGRAMS	CONTINUITY-SOMALI	MARSABIT	DIPLOMA IN MASS COMMUNICATION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
12	PAUL OGE SIRKO	RADIO PROGRAMS	CONTINUITY-BURJI	MARSABIT	O LEVEL CERTIFICATE	10,000.00		10,000.00	CONTRACTED ARTIST
13	ENOCK BOSIRE	RADIO PROGRAMS	METRO LOGS/OPERATIONS	MASABA	DIPLOMA IN JOURNALISM & MASS COMMUNICATION/PUBLIC RELATION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
14	CHRISTINE N. NKONGE	RADIO PROGRAMS	REPORTER/PRODUCER-CURRENT AFFAIRS	MERU SOUTH	BACHELOR OF COMMUNICATION	15,000.00	579.80	14,420.20	CONTRACTED ARTIST
15	BENJAMIN KIMATHI BAUNI	RADIO PROGRAMS	CONTINUITY-KIMERU	MERU SOUTH	DIPLOMA IN MASS COMMUNICATION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
16	LEONARD MAMBO	RADIO PROGRAMS	PRODUCER/CONTINUITY-IDHAA	MOMBASA	VAST EXPERIENCE	60,000.00		60,000.00	PROGRAM ARTIST
17	KHADJAH ALI	RADIO PROGRAMS	CONTINUITY-IDHAA	MOMBASA	VAST EXPERIENCE	25,000.00	2,342.80	22,657.20	PROGRAM ARTIST
18	JANNE NDEGWA	RADIO PROGRAMS	PRODUCER/REPORTER-BUSINESS	NYERI	DIPLOMA IN MASS COMMUNICATION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
19	GRACE KANEYA	RADIO PROGRAMS	PRODUCER/PRODUCTION	NYERI	DIPLOMA IN MASS COMMUNICATION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
20	ALI SALIM MMANGA	RADIO PROGRAMS	PRODUCER-IDHAA		DIPLOMA IN MASS COMMUNICATION	14,000.00	429.80	13,570.20	PROGRAM ARTIST
21	NANCY KEMUNTO	RADIO PROGRAMS	KISUMU-KISII		DIPLOMA IN MASS COMMUNICATION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
22	DAINA MAHANA	RADIO PROGRAMS	KISUMU-KURLA		DIPLOMA IN MASS COMMUNICATION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
23	CAROLYNE SULUMET	RADIO PROGRAMS	KISUMU-TRAFFIC		DIPLOMA IN MASS COMMUNICATION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST

24	PRISCA NARISA	RADIO PROGRAMS	KISUMU-POKOT		A' LEVEL	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
25	JAMES IGENA	RADIO PROGRAMS	KISUMU-KISII		CERT IN RADIO PRODUCTION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
26	ARNOLD MUNGA	RADIO PROGRAMS	PWANI-NEWS		CERT IN RADIO PRODUCTION	10,000.00	10,000.00	10,000.00	CONTRACTED ARTIST
27	FAUZIA ALI	RADIO PROGRAMS	PWANI-MID MORNING		CERT IN RADIO PRODUCTION	10,000.00	10,000.00	10,000.00	CONTRACTED ARTIST
28	RIA NZOMIO	RADIO PROGRAMS	PWANI-NEWS		CERT IN RADIO PRODUCTION	10,000.00	10,000.00	10,000.00	CONTRACTED ARTIST
29	KHAMIS SWALEH	RADIO PROGRAMS	PWANI-NEWS		CERT IN RADIO PRODUCTION	10,000.00	10,000.00	10,000.00	CONTRACTED ARTIST
30	PST STEPHEN M. MACHARIA	CORO FM	FAMILY MATTERS	KIAMBU EAST	A' LEVEL	15,000.00	579.80	14,420.20	PROGRAM ARTIST
31	AMBROSE WAKARJA	CORO FM	KIHUMIO	KIAMBU EAST	JUNIOR SECONDARY EXAMINATION	30,000.00	3,377.00	26,623.00	PROGRAM ARTIST
32	ANN WANGUI	CORO FM	DRAMA	KIAMBU WEST	O' LEVEL	3,000.00		3,000.00	PERFORMING ARTIST
33	KAREN NUNGABI MUGAI	CORO FM	PRODUCER	KIAMBU WEST	DIPLOMA IN BEAUTY THERAPY	15,000.00	579.80	14,420.20	CONTRACTED ARTIST
34	ELIZABETH WANJIRU	CORO FM	COMEDY	KIRINYAGA	DIPLOMA IN MASS COMMUNICATION	3,000.00		3,000.00	PERFORMING ARTIST
35	PATRICK IRUNGU K	CORO FM	DRAMA	MURANGA NORTH	DIPLOMA IN MASS COMMUNICATION	4,000.00		4,000.00	PERFORMING ARTIST
36	HUMPHREY NGONI THUITA	CORO FM	RWIGA	MURANGA NORTH	DIPLOMA IN JOURNALISM & PUBLIC RELATION	15,000.00	579.80	14,420.20	PROGRAM ARTIST
37	FAITH WAIRUMU	CORO FM	DRAMA	NAIROBI WEST	O' LEVEL	3,000.00		3,000.00	PERFORMING ARTIST
38	KINGARA NGATA	CORO FM	CHILDREN	NAIROBI WEST	P1 TEACHER	10,000.00		10,000.00	PROGRAM ARTIST
39	REV MOSES M'NDEGWA	CORO FM	KENYU WA KENYU			20,000.00	1,342.80	18,657.20	PROGRAM ARTIST
40	JAMES WANGONBE	CORO FM	KUMIRIA	NYERI SOUTH	DIPLOMA IN FOOD & BEVERAGE	15,000.00	579.80	14,420.20	PROGRAM ARTIST
41	ALBERT GATUMA	CORO FM	COMEDY	NYERI SOUTH	TALENT	15,500.00	654.80	14,845.20	PERFORMING ARTIST
42	PATRICK KAMAU	CORO FM	DRAMA	THIKA	O' LEVEL	3,000.00		3,000.00	PERFORMING ARTIST
43	ELIZABETH MUTHONI	CORO FM	COMEDY	THIKA	TALENT	15,500.00	654.80	14,845.20	PERFORMING ARTIST
44	PAUL MUTUKU	RADIO PROGRAMS				4,000.00		4,000.00	CONTRACTED ARTIST
45	EMMAUEL MWASHUMBE	RADIO PROGRAMS	RABARABA-IDHAA	TAITA	DIPLOMA IN MASS COMMUNICATION	18,000.00	1,029.80	16,970.20	PROGRAM ARTIST
46	ANTHONY NYORORO	RADIO PROGRAMS	RADIO DRAMA			6,000.00		6,000.00	PERFORMING ARTIST
47	STEVE ADOGO	RADIO PROGRAMS	RADIO DRAMA			23,600.00		23,600.00	PERFORMING ARTIST
48	JUDY MBUCHI	RADIO PROGRAMS	RADIO THEATRE			5,100.00		5,100.00	
49	LAWRENCE OYONDI	RADIO PROGRAMS	RADIO DRAMA			700.00		700.00	PERFORMING ARTIST
50	EVERLYN GAITHO	RADIO PROGRAMS	RADIO DRAMA			700.00		700.00	PERFORMING ARTIST
51	EUNICE KALLA	RADIO PROGRAMS	WAKATI NI SASA			1,400.00		1,400.00	
52	MESHACK MWENDWA MUTHAMA	RADIO PROGRAMS	KIKAMBA SERVICE			4,000.00		4,000.00	
53	JULIA WANJIKU	RADIO PROGRAMS	COMMERCIALS			1,000.00		1,000.00	
54	JAMES MURANDO	RADIO PROGRAMS	RADIO DRAMA			11,100.00		11,100.00	PERFORMING ARTIST
55	CHRISTINE MUTUKU	RADIO PROGRAMS	RADIO DRAMA			700.00		700.00	PERFORMING ARTIST
56	TONY MUGWI	RADIO PROGRAMS	RADIO DRAMA			3,800.00		3,800.00	PERFORMING ARTIST
57	CHRISTINE NDUNGWA	RADIO PROGRAMS	RADIO DRAMA			1,400.00		1,400.00	PERFORMING ARTIST

32	PHHELEZON AWINO NGON	TV TECHNICAL	TRANSMISSION	SOUTH NYANZA	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
33	MIRIAM WANJIKU	TV TECHNICAL	SOUND	THIKA	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
34	MARGARET NYAMERA	TV TECHNICAL	CAMERA MAN	TURKANA	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
35	SHIRACK SAVA LUYATE	TV TECHNICAL	CAMERA MAN	UASIN GISHU	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
36	EVALINE OTHIENO	TV TECHNICAL	VIDEO EDITOR	VIHIGA	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
37	ZADOCK KADAGI	TV TECHNICAL	TECHNICAL OPERATOR	VIHIGA	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
38	LUGUSA ANDREW MAYODI	TV TECHNICAL	CAMERA MAN	VIHIGA	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
39	MILDRED BOYANI OMBASA	TV TECHNICAL	VIDEO EDITOR	KISII CENTRAL	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
40	EVERLINE WARIMU GICHERU	TV TECHNICAL	VIDEO EDITOR	MARAGUA	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
41	STEPHEN MUSYOKA NDETI	TV TECHNICAL	VTR/SOUND	MACHAKOS	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
42	PETER OTIENO ANGINYA	TV TECHNICAL	CAMERA MAN	SUBA	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
43	RUTH WERE	TV TECHNICAL	VISION MIXER	KWISERO	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
44	PAUL LUTTA KAMULICHI	TV TECHNICAL	CAMERA MAN	BUTERE	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
45	DOROTHY MARY NYAKOWA	TV TECHNICAL	CAMERA MAN	BUTERE	DIPLOMA	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
46	TOTAL					528,000.00	5,711.20	522,288.80	
1	GRACE WAWIRA NYAGA	RADIO PROGRAMS	CONTINUITY-KIEMBU	EMBU	DIPLOMA IN MASS COMMUNICATION/PUBLIC RELATION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
2	RUTH RWAMBAA K	RADIO PROGRAMS	CONTINUITY-KIEMBU	EMBU	DIPLOMA IN MASS COMMUNICATION	10,000.00		10,000.00	CONTRACTED ARTIST
3	IDLE OMAR HASSAN	RADIO PROGRAMS	CONTINUITY-SOMALI	GARISSA	DIPLOMA IN MASS COMMUNICATION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
4	GEOFFREY ONDITI	RADIO PROGRAMS	PRODUCER-PRODUCTION	GUCHA	DIPLOMA IN MASS COMMUNICATION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
5	MARTIN MWANJE	RADIO PROGRAMS	PRODUCER-CURRENT AFFAIRS	KAKAMEGA	DIPLOMA IN MASS COMMUNICATION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
6	JAMES ONYANGO JOEL	RADIO PROGRAMS	ZILZOPENDWA-IDHAA	KISUMU	VAST EXPERIENCE	12,500.00	204.80	12,295.20	CONTRACTED ARTIST
7	BUSHNELL W. NDAABUKI	RADIO PROGRAMS	CONTINUITY-KIKAMBWA	MAKUENI	DIPLOMA IN MASS COMMUNICATION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
8	HALINA TUBULA	RADIO PROGRAMS	RADIO THEATRE-BURJI	MARSABIT	O LEVEL CERTIFICATE	8,600.00		8,600.00	CONTRACTED ARTIST
9	HENRY HIRKENYA LEIBOKWE	RADIO PROGRAMS	CONTINUITY-REUNDILE	MARSABIT	DIPLOMA IN IT	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
10	DOKATA DIDA KOSE	RADIO PROGRAMS	CONTINUITY-BORANA	MARSABIT	DIPLOMA IN MASS COMMUNICATION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
11	ETHEBA ADEN JELLE	RADIO PROGRAMS	CONTINUITY-SOMALI	MARSABIT	DIPLOMA IN MASS COMMUNICATION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
12	PAUL OGE SIKO	RADIO PROGRAMS	CONTINUITY-BURJI	MARSABIT	O LEVEL CERTIFICATE	10,000.00		10,000.00	CONTRACTED ARTIST
13	ENOCK BOSIRE	RADIO PROGRAMS	METRO LOGS/OPERATIONS	MASABA	DIPLOMA IN JOURNALISM & MASS COMMUNICATION/PUBLIC RELATION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
14	CHRISTINE N. NKONGE	RADIO PROGRAMS	REPORTER/PRODUCER-CURRENT AFFAIRS	MERU SOUTH	BACHELOR OF COMMUNICATION	15,000.00	579.80	14,420.20	CONTRACTED ARTIST
15	BENJAMIN KIMATHI BAUNI	RADIO PROGRAMS	CONTINUITY-KIMERU	MERU SOUTH	DIPLOMA IN MASS COMMUNICATION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
16	LEONARD MAMBO	RADIO PROGRAMS	PRODUCER/CONTINUITY-IDHAA	MOMBASA	VAST EXPERIENCE	60,000.00		60,000.00	PROGRAM ARTIST
17	KHADIAH ALI	RADIO PROGRAMS	CONTINUITY-IDHAA	MOMBASA	VAST EXPERIENCE	25,000.00	2,342.80	22,657.20	PROGRAM ARTIST
18	ANNE NDEGWA	RADIO PROGRAMS	PRODUCER/REPORTER-BUSINESS	NYERU	DIPLOMA IN MASS COMMUNICATION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
19	GRACE KANYEYA	RADIO PROGRAMS	PRODUCER/PRODUCTION	NYERU	DIPLOMA IN MASS COMMUNICATION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
20	ALI SALIM MAMANGA	RADIO PROGRAMS	PRODUCER-IDHAA			14,000.00	429.80	13,570.20	PROGRAM ARTIST
21	NANCY KEMUNTO	RADIO PROGRAMS	KISUMU-KISII			12,000.00	129.80	11,870.20	CONTRACTED ARTIST
22	DAINA MAHANA	RADIO PROGRAMS	KISUMU-KURIA			12,000.00	129.80	11,870.20	CONTRACTED ARTIST
23	CAROLINE SULUMET	RADIO PROGRAMS	KISUMU-TRAFIC			12,000.00	129.80	11,870.20	CONTRACTED ARTIST

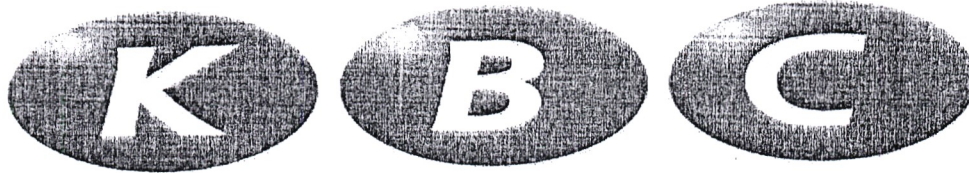
24	PRISCA NARISA	RADIO PROGRAMS	KISUMU-POKOT		A' LEVEL	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
25	JAMES IGENA	RADIO PROGRAMS	KISUMU-KISII		CERT IN RADIO PRODUCTION	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
26	ARNOLD MUNGA	RADIO PROGRAMS	PWANI-NEWS		CERT IN RADIO PRODUCTION	10,000.00	10,000.00	10,000.00	CONTRACTED ARTIST
27	FAUZIA ALI	RADIO PROGRAMS	PWANI-MID MORNING		CERT IN RADIO PRODUCTION	10,000.00	10,000.00	10,000.00	CONTRACTED ARTIST
28	RIA NZOMO	RADIO PROGRAMS	PWANI-NEWS		CERT IN RADIO PRODUCTION	10,000.00	10,000.00	10,000.00	CONTRACTED ARTIST
29	KHAMIS SWALEH	RADIO PROGRAMS	PWANI-NEWS		CERT IN RADIO PRODUCTION	10,000.00	10,000.00	10,000.00	CONTRACTED ARTIST
30	PST STEPHEN M. MACHARIA	CORO FM	FAMILY MATTERS	KIambu East	A' LEVEL	15,000.00	579.80	14,420.20	PROGRAM ARTIST
31	AMBROSE WAKARIA	CORO FM	KIUMBO	KIambu East	JUNIOR SECONDARY EXAMINATION	30,000.00	3,377.00	26,623.00	PROGRAM ARTIST
32	ANN WANGUI	CORO FM	DRAMA	KIambu West	O' LEVEL	3,000.00		3,000.00	PERFORMING ARTIST
33	KAREN NUNGARI MUGAI	CORO FM	PRODUCER	KIambu West	DIPLOMA IN BEAUTY THERAPY	15,000.00	579.80	14,420.20	CONTRACTED ARTIST
34	ELIZABETH WANJIRU	CORO FM	COMEDY	KIRINYAGA	DIPLOMA IN MASS COMMUNICATION	3,000.00		3,000.00	PERFORMING ARTIST
35	PATRICK IRUNGU K	CORO FM	DRAMA	MURANGA NORTH	DIPLOMA IN MASS COMMUNICATION	4,000.00		4,000.00	PERFORMING ARTIST
36	HUMPHREY NGONI THUITA	CORO FM	RWIGA	MURANGA NORTH	DIPLOMA IN JOURNALISM & PUBLIC RELATION	15,000.00	579.80	14,420.20	PROGRAM ARTIST
37	FAITH WAIRIMU	CORO FM	DRAMA	NAIROBI WEST	O' LEVEL	3,000.00		3,000.00	PERFORMING ARTIST
38	KINGARA NGATIA	CORO FM	CHILDREN	NAIROBI WEST	P1 TEACHER	10,000.00		10,000.00	PROGRAM ARTIST
39	REV MOSES M'NDGWA	CORO FM	KENYA WA KENYA			20,000.00	1,342.80	18,657.20	PROGRAM ARTIST
40	JAMES WANG'OMBE	CORO FM	KUMIRIA	NYERI SOUTH	DIPLOMA IN FOOD & BEVERAGE	15,000.00	579.80	14,420.20	PROGRAM ARTIST
41	ALBERT GATUMA	CORO FM	COMEDY	NYERI SOUTH	TALENT	15,500.00	654.80	14,845.20	PERFORMING ARTIST
42	PATRICK KAMAU	CORO FM	DRAMA	THIKA	O' LEVEL	3,000.00		3,000.00	PERFORMING ARTIST
43	ELIZABETH MUTHONI	CORO FM	COMEDY	THIKA	TALENT	15,500.00	654.80	14,845.20	PERFORMING ARTIST
44	PAUL MUTUKU	RADIO PROGRAMS		TAITA	DIPLOMA IN MASS COMMUNICATION	4,000.00		4,000.00	CONTRACTED ARTIST
45	EMMAUEL MWASHUMBE	RADIO PROGRAMS	RABARABA-IDHAA			13,000.00	1,029.80	16,970.20	PROGRAM ARTIST
46	ANTHONY NYOROKO	RADIO PROGRAMS	RADIO DRAMA			6,000.00		6,000.00	PERFORMING ARTIST
47	STEVE ADOGO	RADIO PROGRAMS	RADIO DRAMA			23,600.00		23,600.00	PERFORMING ARTIST
48	JUDY MBUCHI	RADIO PROGRAMS	RADIO THEATRE			5,100.00		5,100.00	
49	LAWRENCE OYONDI	RADIO PROGRAMS	RADIO DRAMA			700.00		700.00	PERFORMING ARTIST
50	EVERLYN GAITHO	RADIO PROGRAMS	RADIO DRAMA			700.00		700.00	PERFORMING ARTIST
51	EUNICE KALLA	RADIO PROGRAMS	WAKATI NI SASA			1,400.00		1,400.00	
52	MESHACK MWENDWA MUTHAMA	RADIO PROGRAMS	KIKAMBA SERVICE			4,000.00		4,000.00	
53	JULIA WANJIKU	RADIO PROGRAMS	COMMERCIALS			1,000.00		1,000.00	
54	JAMES MURANDO	RADIO PROGRAMS	RADIO DRAMA			11,100.00		11,100.00	PERFORMING ARTIST
55	CHRISTINE MUTUKU	RADIO PROGRAMS	RADIO DRAMA			700.00		700.00	PERFORMING ARTIST
56	TONY MIGWI	RADIO PROGRAMS	RADIO DRAMA			3,800.00		3,800.00	PERFORMING ARTIST
57	CHRISTINE NDUNGWA	RADIO PROGRAMS	RADIO DRAMA			1,400.00		1,400.00	PERFORMING ARTIST

58	SARAH ATIENO	RADIO PROGRAMS	RADIO DRAMA			1,400.00		1,400.00	PERFORMING ARTIST
59	EUNICE ADHAMBBO	RADIO PROGRAMS	RADIO DRAMA			1,400.00		1,400.00	PERFORMING ARTIST
60	DOUGLAS NIUGU NYAGA	RADIO PROGRAMS	RADIO DRAMA			6,000.00		6,000.00	PERFORMING ARTIST
61	PETERSON MUREITHI N	RADIO PROGRAMS	RADIO DRAMA			4,000.00		4,000.00	PERFORMING ARTIST
62	VIVIAN ONYUNDA	RADIO PROGRAMS	RADIO DRAMA			4,375.00		4,375.00	PERFORMING ARTIST
63	CHRIS KUBASU	RADIO PROGRAMS	PRESENTER			15,000.00		15,000.00	PROGRAM ARTIST
64	XULAH ALEX	RADIO PROGRAMS	COUNSELLOR			4,000.00		4,000.00	PROGRAM ARTIST
65	HALIMA DAVE GALCHA	RADIO PROGRAMS	BURJ SERVICE			10,000.00		10,000.00	
TOTAL						693,775.00	55,142.20	678,632.80	
1	ATHMAN SAID	METRO FM	CONTINUITY/PRODUCER	KALIAO	BACHELOR OF COMMERCE	10,000.00		10,000.00	CONTRACTED ARTIST
2	INJAMBI MARY KOKAI	METRO FM	CONTINUITY/PRODUCER	NAIROBI	BACHELOR OF ARTS	20,000.00	1,342.90	18,657.20	CONTRACTED ARTIST
3	DANIEL N WAHOME	METRO FM	CONTINUITY/PRODUCER	NYERI	BACHELOR OF COMMERCE	16,000.00	729.80	15,270.20	CONTRACTED ARTIST
4	STANLEY MATENGE	METRO FM	CONTINUITY/PRODUCER	NYERI	CERTIFICATE	10,000.00		10,000.00	CONTRACTED ARTIST
5	FANUEL ODERA	METRO FM	CONTINUITY/PRODUCER	SIAYA	ARTISTE	10,000.00		10,000.00	CONTRACTED ARTIST
6	CERIS WAMBUNO M	METRO FM	CONTINUITY/PRODUCER	TRANS NZOIA	DIPLOMA	10,000.00		10,000.00	CONTRACTED ARTIST
7	JIMMY WANJALA	METRO FM	CONTINUITY/PRODUCER			10,000.00		10,000.00	
TOTAL						\$6,000.00	2,072.60	\$3,927.40	
1	RENE MAUCHUMA	NEWSROOM	WEATHER PRESENTER	BUNGOMA	DIPLOMA IN BROADCAST JOURNALISM	36,990.00	3,564.80	33,035.20	CONTRACTED ARTIST
2	JACKLINE WALUNGE	NEWSROOM	PRODUCER	BUNGOMA	DIPLOMA IN MASS COMMUNICATION	18,000.00	1,029.90	16,970.20	CONTRACTED ARTIST
3	BERNARD OKUMU O	NEWSROOM	SPORTS PRESENTER	BUSIA	DIPLOMA IN JOURNALISM & PR	10,500.00	3,502.00	26,998.00	CONTRACTED ARTIST
4	SEDRICK MUSHIGA	NEWSROOM	NEWS DESIGNER	BUSIA	DIPLOMA IN GRAPHICS & DESIGN	18,000.00	1,029.80	16,970.20	CONTRACTED ARTIST
5	DIANA OKEWA	NEWSROOM	NEWS EDITOR	GUCHA SOUTH	BACHELOR IN MASS COMMUNICATION	21,000.00	1,542.80	19,457.20	CONTRACTED ARTIST
6	MARIE A YAMBO	NEWSROOM	WEATHER PRESENTER	HOMABAY	DIPLOMA IN JOURNALISM & MASS COMM	9,800.00		9,800.00	CONTRACTED ARTIST
7	ATHMAN SAID	NEWSROOM	NEWS PRESENTER	KALIAO	BACHELOR OF COMMERCE	30,000.00	3,377.00	26,623.00	CONTRACTED ARTIST
8	CHARLES OTUNGA	NEWSROOM	TRANSLATOR	KAKAMEGA	BA IN POLITICAL SCIENCE & MASS COMM	38,000.00	4,029.90	33,970.20	CONTRACTED ARTIST
9	DZUYA P WALTER	NEWSROOM	REPORTER/PRODUCER	KILIFI	DIPLOMA IN MASS COMMUNICATION	18,000.00	1,029.80	16,970.20	CONTRACTED ARTIST
10	ANN WANYEKI	NEWSROOM	TRANSLATOR	KIRINYAGA	CERT IN BROADCAST JOURNALISM	18,000.00	1,029.80	16,970.20	CONTRACTED ARTIST
11	MORIS WITWAMO	NEWSROOM	PRODUCER	KIRINYAGA	DIPLOMA IN MASS COMMUNICATION	18,000.00	1,029.80	16,970.20	CONTRACTED ARTIST
12	KYALO JUMA	NEWSROOM	NEWS PRESENTER	KITUI	DIPLOMA IN BROADCAST JOURNALISM	64,200.00	13,192.40	51,007.60	CONTRACTED ARTIST
13	BADI MUHSIN	NEWSROOM	NEWS PRESENTER	KITUI	DIPLOMA IN MASS COMMUNICATION	16,500.00	\$04.80	15,695.20	CONTRACTED ARTIST
14	ASHA JUMA	NEWSROOM	NEWS PRESENTER	KWALE	A LEVEL	14,500.00	504.80	13,995.20	CONTRACTED ARTIST
15	NAFTALI MBUGUA GITAU	NEWSROOM	NEWS DESIGNER	LIMURU	DIPLOMA IN GRAPHICS	18,000.00	1,029.80	16,970.20	CONTRACTED ARTIST
16	DAVID KARANJA	NEWSROOM	SPORTS REPORTER	MBERE	DIPLOMA IN MASS COMMUNICATION	32,000.00	3,877.00	28,123.00	CONTRACTED ARTIST
17	COLLINS ANAMPJU	NEWSROOM	NEWS PRESENTER	MERU CENTRAL	BA IN ELECTRONIC MEDIA/PRINT	21,000.00		21,000.00	CONTRACTED ARTIST
18	MARY NJOKI	NEWSROOM	ARCHIVES	MERU SOUTH	DIPLOMA IN LIBRARY & INFORMATION SCIENCE	18,000.00	1,027.90	16,970.20	CONTRACTED ARTIST

19	GRACE MATENGO	NEWSROOM	NEWS PRESENTER	MURORONI	SECRETARIAL	21,000 00	1,479 80	19,520 20	CONTRACTED ARTIST
20	ALEX MWANGI	NEWSROOM	PRODUCER	MURANGA	DIPLOMA IN MASS COMMUNICATION	34,000 00	4,377 00	29,623 00	CONTRACTED ARTIST
21	DOREEN APOLLIS	NEWSROOM	NEWS REPORTER	NAIROBI	BSC IN INFORMATION SCIENCES	39,000 00	5,627 00	33,373 00	CONTRACTED ARTIST
22	PAULINE MASESE	NEWSROOM	NEWS REPORTER	NAIROBI	DIPLOMA IN MASS COMMUNICATION	10,000 00		10,000 00	CONTRACTED ARTIST
23	HELLEN NDERU	NEWSROOM	AUTOCLUE	NAIROBI	DIPLOMA IN JOURNALISM	18,000 00	1,029 80	16,970 20	CONTRACTED ARTIST
24	BENSON MWaura	NEWSROOM	NEWS DESIGNER	NAKURU	HIGHER DIPLOMA IN GRAPHICS	18,000 00	1,029 80	16,970 20	CONTRACTED ARTIST
25	MILTON NYAKUNDI	NEWSROOM	SPORTS PRESENTER	NYAMIRA	DIPLOMA IN MASS COMMUNICATION	30,300 00	3,377 00	26,923 00	CONTRACTED ARTIST
26	JUDY MAINA	NEWSROOM	NEWS EDITOR	NYANDARUA	DIPLOMA IN MASS COMMUNICATION	18,000 00	1,029 80	16,970 20	CONTRACTED ARTIST
27	CLAIRE WANJA WACHIRA	NEWSROOM	ONLINE EDITOR	NYERI SOUTH	DIPLOMA IN MASS COMMUNICATION	18,000 00	1,029 80	16,970 20	CONTRACTED ARTIST
28	IRENE M. WANGU	NEWSROOM	NEWS REPORTER	NYERI SOUTH	B A IN COMMUNICATION	21,000 00	1,542 80	19,457 20	CONTRACTED ARTIST
29	LEAH WANJIRU NGARI	NEWSROOM	NEWS PRESENTER	NYERI SOUTH	DIPLOMA IN JOURNALISM & MASS COMM	12,000 00	129 80	11,870 20	CONTRACTED ARTIST
30	MOURINE W. AMBUGU	NEWSROOM	NEWS EDITOR	NYERI SOUTH	DIPLOMA IN PUBLIC RELATIONS	43,000 00	6,332 40	36,667 60	CONTRACTED ARTIST
31	ERIC MSHILA	NEWSROOM	NEWS DESIGNER	TAITA TAVETA	DIPLOMA IN GRAPHICS & DESIGN	18,000 00	1,029 80	16,970 20	CONTRACTED ARTIST
32	OBRIEN KIMANI WARUT	NEWSROOM	BUSINESS REPORTER	THIKA	DIPLOMA IN BROADCAST JOURNALISM	18,000 00	1,029 80	16,970 20	CONTRACTED ARTIST
33	BUCKLEY PETHA	NEWSROOM	SPORTS REPORTER	VIHIGA	DIPLOMA IN JOURNALISM & PR	18,000 00	1,029 80	16,970 20	CONTRACTED ARTIST
34	DAVID CHEYE A.	NEWSROOM	SPORTS REPORTER	VIHIGA	BA IN LANGUAGE & POST GRADUATE IN MASS COMM	21,000 00	1,542 80	19,457 20	CONTRACTED ARTIST
35	DAVID NYADERA	NEWSROOM	SPORTS REPORTER			18,000 00	1,029 80	16,970 20	CONTRACTED ARTIST
36	SHEILA KAYARO	NEWSROOM	WEATHER PRESENTER			27,800 00	2,902 80	24,897 20	CONTRACTED ARTIST
37	MARTIN MWANJE	NEWSROOM	NEWS PRESENTER			10,500 00		10,500 00	CONTRACTED ARTIST
38	JACKLINE N. WASOLO	NEWSROOM	PRODUCER			18,000 00	1,029 80	16,970 20	CONTRACTED ARTIST
39	JOY KIRUKI	NEWSROOM	NEWS PRESENTER			11,500 00	34 80	11,465 20	CONTRACTED ARTIST
40	MICHAEL AHENDERA KAL WALLE	NEWSROOM	NEWS PRESENTER			38,000 00	4,029 80	33,970 20	CONTRACTED ARTIST
41	JULIA WANJIKU	NEWSROOM	NEWS PRESENTER			14,500 00	504 80	13,995 20	CONTRACTED ARTIST
42	BENSON RIOBA	NEWSROOM	NEWS REPORTER			21,000 00		21,000 00	CONTRACTED ARTIST

41	LOLA NANJALA	NEWSROOM	NEWS REPORTER			18,000.00	1,029.80	16,970.20	CONTRACTED ARTIST
44	THEOPHILUS KILATYA	NEWSROOM	SIGN LANGUAGE			10,000.00		10,000.00	CONTRACTED ARTIST
45	JANE NDUKU MUTUA	NEWSROOM	TRANSLATOR			18,000.00	1,029.80	16,970.20	CONTRACTED ARTIST
46	JOSEPH MDINI	NEWSROOM	NEWS PRESENTER			6,000.00		6,000.00	CONTRACTED ARTIST
47	SARAH WANGARE	NEWSROOM	AUTOCLUE			18,000.00	1,029.80	16,970.20	CONTRACTED ARTIST
48	INNOCENT NDALO TAWA	NEWSROOM	TRANSLATOR			21,000.00	1,542.80	19,457.20	CONTRACTED ARTIST
49	ANNE MABURU	NEWSROOM	NEWS REPORTER-NONMBASA		DIPLOMA IN MASS COMMUNICATION	18,000.00	1,029.80	16,970.00	CONTRACTED ARTIST
50	JACKLINE WALIMBE	NEWSROOM	AUTOCLUE			18,000.00	1,029.80	16,970.20	CONTRACTED ARTIST
	TOTAL					1,083,700.00	90,264.80	993,435.00	
1	MUTHONI MACHARIA	MARKETING	OFFICE ADMINISTRATOR	MURANGA	CPA K AND MS OFFICE, QUIKBOOKS	15,000.00	579.80	14,420.20	CONTRACTED ARTIST
2	GATONI MUCHAI	MARKETING	SALES PERSON	THIKA	DIPLOMA IN FRONT OFFICE MGT & CUSTOMER CARE	15,000.00	579.80	14,420.20	FREE LANCING
	TOTALS	TOTAL	IT CONSULTANT		PHD	30,000.00	1,159.60	28,840.40	CONTRACT
1	DR. WANJIKU NGANGA	IT				150,000.00	40,094.00	109,906.00	CONTRACT
2	JOHN NGARUYA	IT		MARAGUA	DIPLOMA IT	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
3	JOSEPH GATHII	IT		NAKURU	DIPLOMA IT	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
4	CHARLES KIOKO	IT		MAKUENI	DIPLOMA IT ADVANCED DIPLOMA IT	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
5	LINET KERUBO	IT		KISII NORTH	DIPLOMA COMPUTER STUDIES	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
6	SHELMITH WANGECHE	IT		NYERI	CERTIFICATE IT, DIPLOMA IT, ADVANCED DIPLOMA IT	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
7	SILVESTER LENGWEWA	IT		SAMBURU	DIPLOMA IT, N+A+	12,000.00	129.80	11,870.20	CONTRACTED ARTIST
8	ABSOLONOM W KIHARA	IT		NAKURU	BSC.COMPUTER SCIENCE	15,000.00	579.80	14,420.20	CONTRACTED ARTIST
	TOTALS	TOTAL				237,000.00	40,872.80	196,127.20	
1	ANTONY MOROGO	PRD	ENGINEERING	KOIBATEK	BSC ELECTRICAL AND ELECTRONICS	30,000.00	3,377.00	26,623.00	CONTRACTED ARTIST
	TOTAL					30,000.00	3,377.00	26,623.00	
1	GLORIANE WAYITA	HR	ERP PROJECT		DIPLOMA IN HR AND COMPUTERS	12,000.00	129.80	11,870.20	TEMPORARY EMPLOYMENT
	TOTAL	TOTAL				12,000.00	129.80	11,870.20	

ANNEX 11



THE LEADING NATIONAL BROADCASTER

P. O. BOX 30456-00100
NAIROBI

PROMOTIONAL ACTIVITIES – 2008

1. CSR activities

In the beginning of the year, we got involved in a corporate social responsibility initiative to help the election violence victims. We got together with Equity bank and PCEA church to donate foodstuffs to people in IDP camps. Our role was to give airtime to promote the initiative on all our radios and TV. We gave airtime worth 4,000,000/=.

2. Roadshows and events

Objective: The objective behind roadshows and outdoor events is to create brand awareness as well as build brand equity. They bring a brand to life as well as giving vitality to the brand. We also use them to take our presenters to meet their listeners on a one to one. This creates top of mind awareness and ownership of the brand in the consumers minds.

We do on average one roadshow a month. Last year we started in April as the environment was not conducive in the beginning of the year.

As a rule, we always do a cost-benefit analysis before going on a roadshow. We only do a roadshow if the money we bring in is more than what we incur as expenses. This goes a long way in improving our bottom line.

The roadshows therefore bring many benefits to the Corporation.

Examples of the roadshows and events we did in 2008 are:

Roadshow	radio	expenditure	revenue
Kenya Revenue	Idhaa ya Taifa	750,350	1,700,000
Women's day nanyuki	Coro	1,356,350	2,221,000
Western Kenya	Metro fm	897,450	1,610,400
Easter event	Coro	395,000	1,261,050

2. Golf tournaments

Objective: To network with decision makers in a place they feel at home.

Many golfers are senior people in positions that are relevant in the making of advertising decisions. Either they are senior in the corporate ladder or they own companies that advertise. They are also busy, and the golf field is where they take time off to unwind. There is no better place to meet a golfer than in the clubs where they play golf.

In the sponsorships, we gain mileage by networking with the golfers and also we make speeches selling the benefits of advertising in our brands during presentations.

We have been very prudent in our sponsoring of golf tournaments to ensure we get maximum mileage at minimal cost. In 2008, we managed to sponsor golf in ten clubs in 2008 in the whole country including Railway Club, Kiambu, Nanyuki, Muthaiga, Nyahururu, Machakos, Nyeri, Vet lab and Mombasa in Nyali. We had planned to go to Kisumu in January but the political unrest stopped us.

Golf also brings benefit to KBC as the connections we make there are translated into advertising revenues. They have also helped us bring a newness and freshness to KBC in terms of image and perception.

They also help us counter competition as all other media houses are involved in sponsorship of golf.

Following are examples of what we spent in some of last year's tournaments.

Vet Lab	162,850/=
Nyahururu	177,050/=
Nanyuki	178,700/=

β. Clients' lunches

Objective: To persuade clients to spend more money with us as we chat over lunch.

There is no easier way to get people to spend more money with you than over lunch. People appreciate the gesture and are willing to listen to you more. We have used this tactic to also woo clients who are not advertising with us, to gather market intelligence and to just thank clients who have spent good money with us. This ensures that they do not forget us in the future and we create lasting business relationships.

On average we have one lunch a week with clients. This translates to 20,000/= a month and an average annual figure of 240,000/=.

Some of the clients we have had lunch with include Agencies, PSI, Safaricom, Bidco oil, Faulu Kenya.

5. We did breakfast presentations of the KARF report in the first quarter. We invited key advertisers and clients to breakfast where we did formal presentations of the KARF research. This is the research that is used by advertisers when they are making advertising decisions.

We needed to do these presentations to make advertisers see and know the real standing of KBC-that we have a very wide reach and we are the ideal vehicle to bring customers to advertisers.

6. We participated in exhibitions for eg The 1st Africa Broadcast conference, the public service week and . We spent about 200,000/= in this

7. Advertising.

a. We did advertising in Nation newspaper. Nation is the highest circulating newspaper and as the national broadcaster it fits in with the KBC profile.

We spent 3,440,844/= . (breakdown attached)

b. We advertised in Nairobi Star through a barter arrangement. This is where we get advertised space in the newspaper and we give airtime in return. No money changed hands in this arrangement.

The reason we chose Nairobi Star is because we realized we were losing out on the young, urban audience and they read Nairobi Star hence the need to promote our programs in Nairobi Star.

We spent 396,024/= worth of barter.

c. Sokoni is the magazine of the Marketing Society of Kenya and is distributed to all marketers including Marketing Managers who make advertising decisions. It is therefore a good magazine for KBC We advertised through a barter arrangement through out the year.

We spent 1,740,000/= worth of barter.

d. Parents is the highest circulating magazine in Kenya and it is read by the whole family. It is therefore a good vehicle for us to advertise our soaps and all our other brands.

We spent 1,716,000/= through barter

e. Insyder is a magazine that is read by teenagers. We have two musical programs whose rating we needed to improve as we had a client sponsorship for one of them. We opted for the Insyder. We entered into an agreement of 50% barter and 50% cash.

We spent 250,000/= in cash and 250,000/= in barter.

f. We entered into a barter agreement with Radio Simba where we did advertising for them in our services and they in return advertised our programs in their Radio. Radio Simba is widely listened to because of its good coverage in Lingala Music, Zilizopendwa and extensive Sports coverage.

We spent 1,260,000/= worth of barter.

g. We entered into a half barter half cash agreement with City Clock to use three of their clocks for outdoor advertisement. We spend 1.8 million with 1.2million being a cash payment.

The clocks have given us good exposure ad especially the one on University Way.

8. Christmas Cards – We spend 50,000/= to print 500 cards with TAPA who are charitable organization helping HIV/AIDS orphans (concept paper attached). The cards were distributed to clients. (Attached is a client list that we use when distributing merchandise).

9. We spent 6,100,000/= plus VAT for media diaries for the four quarters of 2008. The research is important as it is what advertisers use to determine their spend. The marketing team needs the research for use in selling as it helps us identify what is appropriate for our clients. They are useful for programming as we use them to do an analysis of how we are doing vis a vis our competitors.)

* The Annual approved budget for promotion is 50 million Kenya shillings per financial year. During the calendar year 2008, the Corporation spent Kshs.58.4 million on promotional activities.

ANNEX 12

KENYA BROADCASTING CORPORATION

RECENT INVESTMENTS

LAND

- 1) Ushirika Flats comprising 16 flats purchased in 2000 at Ksh.35 million. They are contained in Nairobi/Block 104/519 as the main title but each unit has its own independent title. The Corporation spent its own-sourced funds to purchase the units whose value now stands at well over Kshs.60 million.
- 2) L.R. No. Ntirimiti Settlement Scheme/153 was purchased from the Funds Settlement Trustee in 2003 for the sustenance of Marania MW transmitting station. It measures 96.5 hectares and valued at well of 40 million Kshs. KBC used its own-sourced funds.
- 3) LR No. 1932/4, Kitale parcel of land measuring 200 acres was bought in 1991 by KBC using its own sourced funds. The title deed was processed in 2000. The purchase price was Ksh.4.25 million at the time and now the property is valued at well over Ksh.20 million. The land hosts Kitale MW transmitting station.

OTHER INVESTMENT

4) K 24 TV

K 24 was started as a joint venture in 2007 between KBC and Regional Reach Ltd. The Corporation contributed only an UHF Frequency and Regional Reach Ltd contributed the rest of the broadcast infrastructure and facilities. The project initially cost

Kshs.52 million and the shareholding is 40:60 in favour of KBC and Regional Reach respectively.

5) GHETTO RADIO

Ghetto Radio is a community broadcasting station that is ran jointly by KBC and Ghetto Radio Netherlands. The shareholding is 50:50 of the gross advertising revenue and KBC contributed to the venture an FM frequency only. It was started in 2007.

6) CHANNEL II

In 2005 KBC entered into a collaborative arrangement with Channel 2 Group of Companies in which the latter could supply programmes on a 24 hr basis to sustain Metro TV then owned by KBC but making loses since inception. Channel II Group would in addition pay for all the operational expenses of the station and carry out marketing. Profits made would be shared at a ratio of 70:30 in favour of Channel II and KBC respectively. However, the station has not broken-even and is still making losses.



HEZEKIEL OIRA
CORPORATION SECRETARY