

K-TOWN INVESTMENT GROUP CONSTITUTION

This agreement is made this...14.....day of.....June.....in the year of2020..... between the undersigned people as founder members for the purpose of joint investment in stocks, shares, bonds, options, securities and investments of a like nature for their mutual benefit and interest.

Chapter 1 – LEADERSHIP

K-town Group shall be governed by a 6 months rotational office whose term limit is 4 times.

The office bearers are:

1. David Mwaura: Chairman
2. Hoswell Waweru: Treasurer
3. Harun Njenga: Secretary

Chapter 2 - Membership

K-town Investment group will be an investment group exclusively for members of Kiambaa village.

The founder members are considered full members after an initial registration fee of 100/- and any other member who will join after, has to pay a registration fee of 200/- totally non-refundable.

All new members will be entitled to the group share of 10 shares each for everyone thousand contribution they make monthly and can make a lumpsum pay to be at par with the other founder members who make Sh. 1,000/- p.m

Any member whosoever wants to terminate his membership, shall be refunded 80% of their contribution as the other 20% will be the membership termination fees.

Any member whosoever wants to terminate his membership, shall not be refunded the membership fees and any other accrued penalties & fees during their membership period.

A member shall be expelled if 2/3 of other members present at a properly constituted meeting of the group support a resolution to that effect. A member who is expelled shall be notified in writing and shall have 90% of his/her share of the group assets returned.

In the event of death, permanent disability or mental disability the next of kin shall get 100% of the member's contribution, less all statutory penalties and fees or shall continue with the member's contributions in place of the member.

Chapter 3. Finance

K-town group shall source its finance from:

1. Registration fee: 100/- Founder members & 200/- New members – Non-refundable.
2. Monthly contribution: 1000/- Refundable 80% when terminating membership.
3. Meeting lateness fee: 50/- charged when a member gets late for more than 30 minutes – Non-refundable.
4. Absence fee – 100/- Charged when a member fails to attend a meeting – Non-refundable.

Group finance shall be deposited to the group account at Ndetika Sacco that shall have the 3 officials as signatories not more than 3 days after contribution.

In the event of a member grieving the loss of a parent, child or any member of the nuclear family, say a brother or sister and spouse, other members shall be contributing KES 500/- as group contribution.

This applies also when a member has a wedding or 'Ruracio'.

Chapter 4. Meetings

The group members meet twice a month and the Secretary shall be communicating to the group regarding the venue not less than 1 week before the meeting.

All meetings shall strictly be 1 hour or less unless there is a special agenda or meeting.

The meeting time shall be agreed by members during the previous meeting or as communicated by the Secretary.

The meetings shall be held on the first Sunday of every new month and after two weeks.

Chapter 5. Governing Principles

1. Members shall make regular contributions of Sh. 1000/- amounts and on monthly basis as is required by the rules.
2. Members shall be bound by the rules to be determined by members. Such rules may be varied by majority resolution at a properly convened general meeting, but the rules shall not at any time contravene the principles of this constitution. The K-town group constitution cannot be altered without the agreement of 75% of the K-town members.
3. The Group shall deal solely with investments on behalf of its own members and shall neither deal on behalf of nor advise any persons other than its members in relation to investments of any kind. All its activities will be confined to the mutual benefit and interest of its members.
4. K-town membership shall be restricted to a maximum of 10 people. New members shall only be admitted after being proposed and seconded by 2/3 of existing members.
5. No member shall assign, pledge, transfer, mortgage or sell any part of his/her interest in the Group to another member or to anyone else.
6. No member shall be compensated for services rendered to the Group and no member shall bind or obligate the Group or any member of the Group to any matters outside the affairs of the Group, and in respect of the Group's affairs they shall only enter into agreements on the authority of a resolution properly passed by members.
7. K-town shall hold an annual general meeting once in every calendar year. The first annual general meeting shall be within 15 months of its inauguration.
8. CSR and Team building events will be held as proposed by the members in a preceding meeting with a 2/3-member agreement.

IN WITNESS whereas the undersigned have set their hands

this...14.....day of...June...in the year of ...2020...

NAME SIGNATURE WITNESSED BY

NAME SIGNATURE WITNESSED BY

NAME SIGNATURE WITNESSED BY

NAME SIGNATURE WITNESSED BY

MEMBERS

1. Harun Njenga
2. Hoswell Waweru
3. David Mwaura
4. Frances Mwaura
5. Daniel Githaiga
6. Joseph Ndegwa

Signatures

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