

The Managing Director
Kenya Ports Authority
P.O. Box 95009,
MOMBASA.

Dear Sir,

**RE: BOND OF GUARANTEE REF. NO..... FOR SHS.....
BEING PAYMENT OF CHARGES ON LEDGER ACCOUNT
OPERATED BY M/S
AT THE REVENUE OFFICE - PORT OF MOMBASA.**

1. In consideration of the Kenya Ports Authority (hereinafter referred to as the "**Authority**") which expression shall where the context so admits include its successors and assigns at our desire and that of M/S of P.O. Box (hereinafter referred to as the "**PRINCIPAL DEBTOR**" which expression shall where the context so admit include its successors, assigns or persons for the time being carrying on business in the name of) agreeing to permit the Principal Debtor to operate a ledger account with it, that is to say with the **Authority**, at the Authority's Revenue Office at the Port of Mombasa. We the undersigned in the capacity as signatories of and duly authorized by the aforementioned Bank (which expression shall where the context admits include its successors and assigns) do hereby bind the said Bank to be answerable and responsible as a surety for due payment to be Authority at Mombasa (in Kenya Currency) of all monies due or to be due or unpaid by the Principal Debtor to the Authority in the sum of K.Shs.(Kenya Shs..... only) under the said ledger account for all harbour dues and charges inclusive of interest (if any).

2. In addition of payments of harbour dues and charges referred to in paragraph 1 above, the Bank further covenants and binds itself to pay interest, if any, on such Harbour dues and charges including any charges of fees incidental to such payment in lump sum or installments to which the Authority for due payment thereof provided our total aggregate liability shall not exceed the guaranteed amount .
3. This guarantee shall be a continuing security to the **Authority** in relation to past and future transactions from this day for the whole amount now due or owing to the **Authority** and the remaining unpaid by the Principal Debtor or which may hereafter become due or owing from time to time within the specified period together with any interest due thereon.
4. This guarantee shall not be vacated or prejudiced by the **Authority** omitting or for bearing promptly to enforce its rights under the terms or conditions for operation of the Ledger Account against the **Principal Debtor** or giving time for settlement of the said Ledger Account or delaying to inform the **Bank** of defaults in payment by the **Principal Debtor** or to take steps to enforce the performance or observance of the terms or conditions of operating the account for granting any indulgence to the **Principal Debtors**.
5. This guarantee should be in addition to and without prejudice to any other securities or guarantees, which the corporation may now or hereafter hold from or on account of the **Principal Debtor**.
6. If the **Principal Debtor** observes all the terms and conditions of the Ledger Account and pay the charges and debts in connection therewith in accordance with the provisions of Clause 3, we the **Bank** as guarantor, shall be discharged absolutely otherwise the said **Bank** shall continue to be liable for all the money remaining unpaid until the same together

with any interest due thereon shall have been fully paid
TERMINATION of guarantee notwithstanding.

7. The proper law to govern the agreement after you accept this proposal shall be the Law of Kenya and we hereby submit to jurisdiction of the courts of Kenya in respect of any claim arising against it under this guarantee and to obey any order or judgement of the said courts and when and so far as it may be necessary that any instrument or order issued by a competent Court of Kenya or the Court of Appeal of Kenya shall be served on it in proceedings to be taken for the enforcement of the guarantee thereby given the **Bank** agree and consent that the service of such instrument or order on it by the same to its address given above shall be in all respect as operative and effective as it the same were its principal office and such instrument or order had been served on the officer in charge of the same.

8. Finally, we the
Hereby undertake to give the **Authority 21 days notice** of our intention to withdraw this surety Bond.

Signature

Name

Title

N.B. This guarantee is open and can only be revoked (as per clause 8) by a twenty-one days notice from either party.