BANK OF BARODA (KENYA) LIMITED.

GUARANTEE AND INDEMNITY.

(LIMITED LIABILITY COMPANY)

This Guarantee and Indemnity is dated this day of **2016**

And made BETWEEN: **M/S MANIPAL TECHNOLOGIES LTD of** Post Office Box……. (hereinafter referred to as("the Company").

And

BANK OF BARODA (KENYA) LIMITED, A Company incorporated in Kenya having its registered office in Nairobi and having one of its Branch on **Industrial Area** (hereinafter referred to as "the Bank").

NOW IT IS HEREBY AGREED as follows :

1. In consideration of the monies now due and owing from and by..**M/S MANIPAL INTERANTIONAL PRINTING PRESS LTD** …..(hereinafter called "the Customer") to the Bank and at the request of the Company of the forbearance of the Bank to require immediate payment thereof and in consideration of the Bank making or continuing to make further advances or otherwise giving credit or affording Banking facilities for so long as and upon such terms and conditions as the Bank may from time to time think fit to the Customer we the Company hereby jointly and severally **COVENANT** and **HEREBY** undertake to pay and satisfy on demand to the Bank all and every sum or sums of money which are now or at any time shall be owing to the Bank anywhere on any account whatsoever whether from the Customer solely or from the Customer jointly with any other person or persons or from any firm in which the Customer may be a partner including the amount of notes or bills discounted or paid and other loans credits or advances made to or for the accommodation or at the request either of the Customer solely or jointly or of any such firm as aforesaid or for any moneys for which the Customer may be or become liable as surety or in any other way whatsoever together with in all cases aforesaid all interest discount and other Bankers" charges including legal charges (including costs as between Advocate and Client) occasioned by or incident to this or any other security held by or offered to the Bank for the same indebtedness or by or to the enforcement of any such security and including:

(a) In the case of the death lunacy bankruptcy or liquidation of the Customer all sums which would at any time have been owing to the Bank by the Customer if such death had occurred or such lunacy bankruptcy or liquidation had commenced at the time when the

PVM

MANIPAL TECHNOLOGIES LIMITED
MANIPAL
576 104

(b) Bank receives written notice thereof and notwithstanding such death lunacy bankruptcy or liquidation:

(c) All money obtained from or liabilities incurred to the Bank notwithstanding that the borrowing or incurring of such liabilities may be invalid or in excess of the powers of the Customer or of any director or other officer attorney agent or other person purporting to borrow or act on behalf of the Customer and notwithstanding any other irregularity or informality in such borrowing or in incurring such liabilities:

(d) In the event of the discontinuance by any means of this Guarantee all cheques drafts bills notes and negotiable instruments drawn by or on account of the Customer on the Bank or its Agents and purporting to be dated on or before the date when such discontinuance becomes known to the Bank or its Agents although presented to or paid by the Bank or its Agents after that date and all liabilities of the Customer to the Bank at such date whether certain or contingent and whether payable forthwith or at some future time and also all credits then established by the Bank for the Customer.

Together with current rate of interest or with at such varied or increased rate of interest from time to time and default rate interest on default and excess rate interest payable by the Customer on all such debts liabilities and obligations to date of payment, commission commitment, commission banking charges legal and other costs charges and expenses.

PROVIDED THAT the total amount of the Company's liability under this Guarantee and Indemnity shall be limited to the Principal Sum of (**(K.es782.11Mn/-Kenya Shillings Seven Hundred Eighty Two Million One Hundred and Ten Thousand)** plus all interest, default rate interest on default excess rate interest accrued and due to the Bank from the Customer at any time before the date of demand upon the Customer or of the discontinuance by any means of this Guarantee and Indemnity (herein called "the Due Date") plus interest on the total amount as from the Due Date until payment thereof (whether before or after judgment obtained) at the current rate charged by the Bank or at such varied or increased rate as may from time to time be payable by the Customer or would have been payable by the Customer on the Due Date plus default rate of interest, excess rate interest if any, plus all costs, commission commitment charges expenses and the like accrued due to the Bank from and by the Customer on the Due Date or arising after the Due Date plus all further legal charges as aforesaid arising after the Due Date.

2. This Guarantee shall be a continuing security binding each of us and his or their executors administrators and legal representatives until the expiration of Three calendar months after the receipt by the Bank from any of us (or in case of any of us dying or becoming

MANIPAL TECHNOLOGIES LIMITED MANIPAL 576 104

under disability) from our executors or administrators or legal representatives of notice in writing to discontinue it and notwithstanding any change in the name style or constitution of the Customer; and shall not be considered as satisfied by any intermediate payment or satisfaction of the whole or any part of any sum or sums of money owing as aforesaid but shall be a continuing security and shall extend to cover any sum or sums of money which shall for the time being constitute the balance due from the Customer to the Bank upon any such account as hereinbefore mentioned. No payment security or assurance which may be avoided under any statute and no discharge settlement or release given or made on the faith of any such payment security or assurance shall prejudice the right of the Bank to recover from us and each of us to the full extent of this Guarantee and our joint and several liability for the amount of money which is due from the Customer to the Bank on each day shall be deemed to be a new debt or liability first accruing on such day **AND**;

(b) As a separate and independent stipulation it is agreed by the Company that all or any moneys that may not be recoverable on the footing of a guarantee whether by reason of any legal limitation, disability or incapacity on or of the Customer or any other fact or circumstance and whether known to the Bank or the Company or not shall nevertheless be recoverable from the Company as sole or Principal debtor in respect of it and shall be paid by the Company as sole or principal debtor in respect of it and shall be paid by the Company on demand and accordingly the Company shall not be entitled to any of the rights conferred on the surety by the Contract Act principles of common law and equity as applicable to Kenya.

3. Notwithstanding its discontinuance as aforesaid by any one or more of us or his or their executors administrators or legal representatives this Guarantee shall nevertheless remain binding thereafter as a continuing security on the other or others of us and his or their respective executors administrators and legal representatives.

4. If it shall so happen that the name of the Customer hereinbefore inserted is that of a firm or of a limited liability Company or other corporation or of any committee or association or

5. other unincorporated body any of the provisions herein contained which shall be primarily and literally applicable to the case of a single and individual customer only shall be construed and take effect so as to give the Bank hereunder a Guarantee for the moneys owing from such firm and every Member thereof or from such limited liability Company or corporation or committee or association or other unincorporated body as identical or analogous as may be with or to that which would have been given for the moneys owing

MANIPAL TECHNOLOGIES LIMITED
MANIPAL
576 104

from a single individual if the Customer had been a single individual AND any such moneys shall be deemed to be so owing notwithstanding any defect informality or insufficiency in the borrowing powers of the Customer or in the exercise thereof which might be a defense as between the Customer and the Bank. And further in the case of a firm this Guarantee shall be deemed to be a continuing Guarantee of all moneys owing or incurred as aforesaid from or by the persons or person carrying on business in the name of or in succession to the firm or from or by any one or more of such persons although by death retirement or other causes the constitution of the firm may have been partially or wholly varied. And in the case of a limited liability Company or other corporation any reference to bankruptcy shall be deemed to be a reference to liquidation or other analogous proceeding and the moneys owing or incurred as aforesaid and hereby guaranteed shall be deemed to include any moneys owing in respect of debentures or debenture stock of such limited liability Company or other corporation held by or on behalf of the Bank.

6. Although our ultimate liability hereunder cannot exceed the limit hereinbefore mentioned yet this present Guarantee shall be construed and take effect as a guarantee of the whole and every part of the principal moneys and interest and other liabilities owing and to become owing and incurred and to be incurred as aforesaid and accordingly none of us is to be entitled as against the Bank to any right of proof in the bankruptcy liquidation or insolvency of the Customer or any other right of a surety discharging his ability in respect of the principal debt unless and until the whole of such principal moneys and interest and other liabilities shall have first been completely discharged and satisfied. And further for the purpose of enabling the Bank to sue the Customer or prove against his estate for the whole of the moneys and liabilities as aforesaid or to preserve intact the liability of any other party the Bank may at any time place and keep for such time as it may think prudent any moneys recovered or realized hereunder to and at a separate or suspense account to the credit of all or any one or more of us or of such other person or persons or transaction if any as it shall think fit without any intermediate obligation on the part of the Bank to apply the same or any part thereof in or towards the discharge of the moneys owing as aforesaid or any intermediate right on the part of any of us to sue the Customer or prove against his estate in competition with or so as to diminish any dividend or other advantage that would or might come to the Bank or to treat the liability of the Customer as diminished.

7. We jointly and severally agree that the Bank's statement of the Customer's account with the Bank for the Bank's last accounting period shall be good and sufficient evidence of our joint and several liability hereunder.

8. We jointly and severally agree that in respect of our joint and several liability hereunder

MANIPAL TECHNOLOGIES LIMITED
MANIPAL
576 104

the Bank shall have a lien on all securities belonging to all or any one or more of us and now or hereafter held by the Bank whether in safe custody or otherwise howsoever and on all moneys now or hereafter standing to the credit of all or any one or more of us with the Bank: and further that any security now or hereafter held by or for all or any one or more of us from the Customer in respect of our his or their liability hereunder shall be held in trust for the Bank and as security for our joint and several liability hereunder.

9. The Bank may at any time and without notice debit any one or more of the accounts of all or any one or more of us with the Bank with any sum or any part thereof which may become due to the Bank under this Guarantee and set off any sum due to all or any one or more of us from the Bank against our joint and several liability hereunder.

10. In the event of this Guarantee ceasing from any cause whatsoever to be binding as a continuing security on any of us or his legal representatives the Bank shall be at liberty without thereby affecting its rights hereunder to open a fresh account or accounts and to continue any then existing account with the Customer and no moneys paid from time to time into any such account or accounts by or on behalf of the Customer and subsequently drawn out by the Customer shall on settlement of any claim in respect of this Guarantee be appropriated towards or have the effect of payment of any part of the moneys due from the Customer at the time of this Guarantee ceasing to be so binding as a continuing security or of the interest thereon unless the person or persons paying in such moneys shall at the time in writing direct the Bank specially to appropriate the same to the purpose.

11. That the Bank may at all times without discharging or diminishing in any way affecting this Guarantee and Indemnity hereby created and shall be entitled without reference knowledge or consent of any of the Company to refuse further credit to the Customer. The liability of the Company under this Guarantee and indemnity shall be unaffected by any arrangement which the Bank may make with the Customer or with any other person which (but for this

12. provision) might operate to diminish or discharge the liability of or otherwise provide a defense to a surety and Without prejudice to the generality of the above the Bank is to be at the liberty at any time and without consent knowledge or reference to any of the Company to give time for payment or grant any other indulgence and to give up, deal with, vary, exchange or abstain from perfecting or enforcing any other securities or guarantees held by the Bank at any time and to discharge any party thereto, and to realize such securities or guarantees or any of them, as the Bank shall think fit and to compound with, accept compositions from and make any other arrangements with the Customer or the Company or any of them or any person or persons liable on bills, notes or other securities or guarantees held or to be held by the Bank without affecting the liability of any of the

MANIPAL TECHNOLOGIES LIMITED MANIPAL 576 104

Company liability held under this Guarantee, and at all times without any reference, intimation or consent of the Customer or the Company to:-

(i) Determine vary or increase any credit to the Customer, increase the rate or rates of interest in the Customer's Accounts and/or including interest on the default rate interest on default and/or excess rate interest

(ii) Grant to the Customer or the Company or any of them to any other person any time or indulgence

(iii) Renew any bills notes or other negotiable securities

(iv) Any present or future bill note guarantee indemnity mortgage charge pledge lien or other security or right or remedy held by or available to the Bank being or becoming wholly or in part voidable or unenforceable on any ground whatsoever or by the Bank from time to time dealing with exchanging varying realizing releasing or failing to perfect or enforce any of the same or

(v) Accept from the Customer any payment of the loans facility by installments and to vary, increase reduce or reschedule the loans facility including but not limited to the other terms and conditions thereof and convert the overdraft facility into loan facility and accept the payment thereof by such installments and in such manner and on such conditions as the Bank shall think fit in its sole discretion

(vi) Any failure by the Bank to take any security or by any invalidity of any security taken or by any existing or future agreement by it as to the application of any advances made or to be made to the Customer

(vii) Vary any of the terms and conditions of any letter of credit and of any other related or ancillary document and convert a documentary letter of credit into a clear or open

letter of credit and vice versa and convert a revocable letter of credit and vice versa

(viii) Any act or omission which would not have discharged or affected the liability of the Company had It been principal debtor instead of Guarantor or by anything done or omitted which but for this provision might operate to exonerate the Company

Without affecting the Company's liability or in any way discharging or diminishing the security hereby created.

11. This guarantee shall continue to bind the Company notwithstanding any amalgamation or merger that may be effected by the Bank with any other Company or companies and notwithstanding any reconstruction by the Bank involving the formation of and transfer of the whole or any part of the Bank's undertaking and assets to a new Company and notwithstanding the sale or transfer of the whole or any part of Bank's undertaking and assets to another Company, whether the Company or companies with which Bank's

MANIPAL TECHNOLOGIES LIMITED MANIPAL 576 104

amalgamate or merge or Company to which the Bank transfer the whole or any part of the Bank's undertaking and assets either on a reconstruction or sale or transfer as stated above shall or shall not differ from the Bank in their or its objects, character or constitution, it being the intent of the Company that this guarantee shall remain valid and effectual in all respects in favour of, against and with reference to, and that the benefit of this guarantee and all rights conferred upon you by this guarantee may be assigned to and enforced by, any such Company or companies and proceeded on in the same manner to all intents and purposes as if such Company or companies had been named in this guarantee instead of and/or in addition to the Bank.

12. Any notice or demand to be given or made to any of us the Company hereunder shall be deemed to have been duly given or made if sent by prepaid post letter to the person to whom the same is to be given or made at his address herein written or at his last known address and shall be effectual notwithstanding any change of residence or death arid such notice or demand shall be deemed to be received by such person or by his personal representatives Forty-eight hours after the posting thereof and in proving service it shall be sufficient to prove that the letter containing the notice or demand was properly stamped addressed and put into the Post Office.

13. No assurance security or payment which may be avoided under any enactments relating to bankruptcy or winding up and no release settlement or discharge which may have been given or made on the faith of any such assurance security or payment shall prejudice or affect the Bank's right to recover from us the Company and each of us to the full extent of this Guarantee.

14. This Guarantee shall be in addition to and shall not in any way be prejudiced or affected by any collateral or other security now or hereafter held by the Bank for all or any part of the moneys, and liabilities hereby guaranteed nor shall such collateral or other security or any lien to which the Bank may be otherwise entitled or the liability of any person or persons not parties hereto for all or any part of the moneys and liabilities, hereby secured be in anywise prejudiced or affected by this present Guarantee; and the Bank shall have full power at its discretion to give time for payment to or to make any other arrangement with any such other person or persons without prejudice to this present Guarantee or any liability hereunder; and all moneys received by the Bank from any of us or the Customer or any person or persons liable to pay the same may be applied by the Bank to any account or item of account or to any transaction to which the same may be applicable and nothing herein contained shall operate to merge or extinguish the liability of any of us under any bill or bills of exchange accepted or endorsed by him or the Customer of which the Bank is the drawer or holder in due course and this Guarantee shall not prejudice the

MANIPAL TECHNOLOGIES LIMITED
MANIPAL
576 104

Bank's rights or remedies under any such bill or bills.

15. The Bank shall be at liberty to release or discharge any one or more of us from the obligations of this Guarantee or to accept any composition from or make any other arrangements with any one or more of us without hereby releasing or discharging the other or others of us or otherwise prejudicing or affecting the rights and remedies of the Bank against the other or others of us and his or their respective executors administrators and legal representatives whether or not he or they shall have notice thereof;

16. The liability of any of the Company hereunder shall not be affected by any failure by you to take any security or by any invalidity of any security taken or by any existing or future agreement by the Bank as to the application of any advances made or to be made to the Customer.

17. Any notice required or authorized by law or by this guarantee to be served by the Bank on the Company shall be sufficiently served if it be sent by post in a stamped envelope addressed to the Company at their last known postal address in Kenya or if it be delivered to the place of abode or business of the Company and that proof of posting shall be proof of service and that every demand of notice so made or given shall be deemed to have been made or given on the date after the letter was posted and shall be deemed to have been received by them within forty eight hours from the date of posting.

18. For the consideration aforesaid and in addition to the Guarantee hereinbefore contained the Company shall indemnify the Bank and keep the Bank fully and effectually indemnified against all losses damages costs charges and expenses which the Bank may at any time suffer by reason of any default on the part of the Customer in discharging any debt or other liability to the Bank whether actual or contingent of any kind whatsoever and in the event of any such debt or other liability being found void or unenforceable as against the Customer by reason of incapacity limitation of actions counterclaim arising from wrongful or negligent disposal of any security held or to be held by the Bank from the Customer or any other reason whatsoever the Company accepts liability to the Bank as principal debtor in respect thereof and undertakes to repay to the Bank on demand all such losses damages costs charges and expenses as aforesaid subject to the provisions as to the amount of the Company liability hereunder set out in Clause 1 of these presents and the Company hereby expressly declares that this Indemnity shall also be subject to the provisions of Clause 1 of these presents in so far as such provisions are applicable to an Indemnity.

19. Definitions In this **Guarantee:**

(a) The expression "**the Bank**" where the context admits shall include its successors in

MANIPAL TECHNOLOGIES LIMITED
MANIPAL
576 104

title and/or assigns and this Guarantee shall be enforceable notwithstanding any reconstruction reorganization change in the constitution of the Bank or its absorption in or amalgamation with any other person or the acquisition of all its undertaking by any other person

(b) The expression "**the Company**" shall mean and include every person liable hereunder and all covenants conditions and stipulation shall be joint and several (including each of the partners liable present and future in a firm) and shall include any one or more of them and his/their respective personal representatives heir and assigns or other person lawfully acting on behalf of every such person;

(c) The expression "**the Customer**" shall include where the context so admits its successors in title and/or assigns and this Guarantee shall be enforceable notwithstanding any change on the constitution of the Customer or its absorption in or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person;

(d) The expression "**this Guarantee**" shall be construed as including each separate or independent stipulation or agreement herein contained;

(e) The expression "**Person**" shall include shall include an individual firm Company corporation and an unincorporated body of persons.

AS WITNESS my respective hand and of the Company the day of Two Thousand and Sixteen

SIGNED by the said

The **Company**
above-named in the presence of:—

affix common seal here.

Signature of Witness ....
Full Name: ....
Address:......................................

I /WE ....
ACKNOWLEDGE RECEIPT OF A COPY OF THE ABOVE GUARANTEE.

....
(Signature of the Company)

→ all directors to sign