

TO: COMPAGNIE GENERALE DE BANQUE (COGEBANQUE) PLC

KIGALI-RWANDA

CORPORATE GUARANTEE

IN CONSIDERATION of you, **COMPAGNIE GENERALE DE BANQUE (COGEBANQUE) PLC**, P.O. BOX 5230 Kigali, Rwanda (hereinafter called "**The Bank**") granting credit facilities of up to **80,000,000 Rwandan Francs** (Eighty Million Rwandan Francs) **in** favor of (hereinafter called "**The Borrower**") represented by

WE, with the company registration number, whose registered addresses is in.....District,.....Sector.....,Cell.....,Village and e-mail:.....; herein legally represented by (Hereinafter called **the Guarantor**) **HEREBY IRREVOCABLY AND UNCONDITIONALLY GUARANTEE** the Bank, payment of all money and liabilities whether certain or contingent now or hereafter owing or incurred by the Borrower on any account with respect to the Loan and Security Contract signed between the Bank and the Borrower.

WE FURTHER GUARANTEE the Bank that in the event of failure by the Borrower to honor its payment obligations under the said Loan and Security contract, we shall pay you within one (1) month of your written demand on us and without any cavil or argument all sums that shall be due and owing under the said loan extended to the Borrower including any loan interests and charges that may have accrued and un paid.

THIS GUARANTEE shall be in full force and effect from the date of execution hereof and expire one month after the loan has been fully paid.

THIS GUARANTEE shall be binding on us, our **SUCCESSORS** and **ASSIGNS** notwithstanding any change in the name, style or any legal change to it.

ANY NOTICE or demand hereunder shall be deemed to have been sufficiently given if hand delivered at the registered offices of the Guarantor or sent by prepaid post to the address stated above and shall be assumed to have reached the addressee in the due course of post.

REPRESENTATIONS AND WARRANTIES

The Guarantor represents that:

- a) It is a legal entity duly organized under the laws of the Republic of Rwanda and has and will have the necessary power to enable it to enter and perform its obligations under this Corporate Guarantee;
- b) This Corporate Guarantee constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms;
- c) All necessary authorizations to enable it to enter into this Corporate Guarantee have been obtained and are and will remain in full force and effect;
- d) The execution, delivery and performance of this Corporate Guarantee will not conflict with (i) any agreement binding on it or any of its assets; (ii) its constitutive documents; or (iii) any applicable law.
- e) He/she has obtained from Bank all the necessary pre-Agreement explanations on the terms and conditions provided in the loan contract/2022 of

CONTINUING SECURITY

The obligations of the Guarantor contained in this Corporate Guarantee shall constitute and be continuing obligations notwithstanding any settlement of account or other matter or thing whatsoever, and shall not be considered satisfied by any intermediate payment or satisfaction of all or any of the obligations of each Party under the loan notification letter and Loan and Security Contract and shall continue in full force and effect until final payment in full of all amounts owed by the Borrower under the Loan and Security Contract and total satisfaction by the Bank, of all the Borrower's actual and contingent obligations under the Loan and Security Contract.

PARTIAL INVALIDITY

If at any time, any provision of this Corporate Guarantee is or becomes illegal, invalid or unenforceable in any respect under Rwandan or any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Corporate Guarantee nor of such provisions under the law of any jurisdiction shall in any way be affected or impaired thereby.

Any dispute arising out of this GUARANTEE shall be settled amicably. If after 30 days from the 1st attempt, the amicable settlement becomes unsuccessful, the matter shall be referred to the competent court in Rwanda.

THIS GUARANTEE is executed in TWO (2) COUNTERPARTS each of which shall be taken as original and all of which shall constitute one and the same document.

IN WITNESS WHEREOF WE HAVE HEREBY CAUSED OUR AUTHORISED REPRESENTATIVE TO HEREUNTO SET HIS HAND THIS.....DAY OF..... 2022.

SIGNED AND DELIVERED FOR AND ON BEHALF OF represented by

Signature and stamp:

Names

Representative.....

Title