KILIFI COUNTY MICROFINANCE FUND (MBEGU FUND)
Group Loan Application Form

GROUP DATA

Group Name: ____________________________
Date of Registration: ____________________
Reg. No./Serial No.: ____________________
Postal Address: __________________________
Postal Code: ____________________________
Town: ________________________________
Physical Address: _________________________
☐ Own
☐ Rent
__________ Years.
Township/Estate/Village: ________________
Plot No./Street: ______________________
Nearest Church/Mosque/Primary School to the business: __________________________
Official e-mail ID: ______________________
Phone No.: ____________________________

MEMBERSHIP PROFILE

<table>
<thead>
<tr>
<th>Gender</th>
<th>No. of Members</th>
<th>Members with Disability</th>
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BRIEF BACKGROUND OF THE GROUP

Purpose/Objectives (Attach constitution)
______________________________
Key Activities
______________________________
______________________________
GROUP BUSINESS ENTERPRISE INFORMATION

Type of Business: □ Manufacturer □ Retailer □ Service □ Wholesaler/Distributor

□ Agriculture □ Other (Specify)

Is the business □ Start up (New) □ Existing

If existing state number of years in operation:

Business performance per annum

I. Total income Ksh

II. Total expenses Ksh

III. Operating surplus Ksh

NB. Attach audited accounts and or Financial statement.

GROUP BANK DETAILS

Bank Name: __________________________ Branch: __________________________

Bank Account No: __________________________

GROUP CREDIT HISTORY

<table>
<thead>
<tr>
<th>s/n</th>
<th>Lending Bank/Institution</th>
<th>Date loan granted</th>
<th>Amount granted</th>
<th>Repayment Period</th>
<th>Monthly Repayments</th>
<th>Outstanding Amount</th>
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LOAN REQUEST

Loan applied for Ksh (Figure)

Ksh (in words) __________________________

Loan Purpose __________________________

Repayment period Months (Maximum 24 months) __________________________
KILIFI COUNTY MICROFINANCE FUND
LOAN AGREEMENT FORM

In this Agreement:
Clause headings are included for convenience only and do not affect the construction of this Agreement;
Words denoting the singular include the plural and vice versa; and
Words denoting one gender include each gender and all genders.

In this Agreement, unless the context otherwise requires, references to:
Statutory provisions shall be construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time and to any orders, regulations, instruments or other subordinate legislation made under the relevant statute;
A “regulation” shall include any present or future regulation, rule, directive, requirement, request or guideline (whether or not having the force of law) of any Authority; and
References to this Agreement or any other document shall be construed as references to this Agreement or that document as in force for the time being and as from time to time amended, supplemented or replaced with the agreement of the relevant parties and (where such consent is, by the terms this Agreement or the relevant document, required to be obtained as a condition to such amendment, supplement or replacement being permitted) the prior written consent of the Fund.

TERMS AND CONDITIONS

Approval & Effectiveness
The Fund may approve the full facility applied for or a lesser sum or decline the application in its sole discretion without giving any reasons, such decision of the Fund may be by endorsement to that effect in the relevant part of this agreement, or by a separate letter and in either case it shall be effective to bind the parties without any further act by the Borrower.

The signature and delivery of this application by the Borrower is deemed conclusive evidence of the Borrower’s agreement to be bound by the terms of the facility as to the amounts of the facility and fees as approved and determined by the Board.

The facility and conditions contained in this agreement shall become effective and the Borrower’s obligations to the Fund shall commence on the day that the Board disburse the approved amount by crediting the Borrower’s account or otherwise by applying the principal loan proceeds for the Borrower’s account or marking the limit on the Borrower’s account.

Expenses and Payments
The Borrower shall pay to the Fund and shall fully indemnify and reimburse upon demand all costs, charges and expenses as per the regulations of the fund (including legal, Insurance, management fees and other professional expenses) incurred by the Fund in connection with the preparation and execution of, the obtaining of any documents required under, and the enforcement of, or the preservation of any rights under this agreement or otherwise in connection with the Facility.

The Borrower shall be required to deposit on or before the approval date an appropriate amount in the account for the purpose of meeting loan repayments costs and expenses.

All payments by the Borrower hereunder shall be made to such account as the Fund may from notify to the Borrower.

If any payment under this Agreement would otherwise be due to be made on a day which is not a Business Day, it shall be made on the next succeeding Business Day, unless such Business Day falls in the following calendar month, in which event it shall be made on the immediately preceding Business Day.

Representations and Warranties
The Borrower hereby represents and warrants to that County Microfinance fund that:
On execution by the Borrower, each of the Documents forming the agreement to which the Borrower is expressed to be a party will constitute valid and binding obligation of the Borrower legally enforceable in accordance with its terms;
All information submitted by the Borrower to the Fund, inter alia, on his financial position, net worth, details of indebtedness, presents accurately his state of affairs and the financial position of the Borrower as at such date.

No litigation, mediation, arbitration or other legal or dispute resolution proceedings are taking place, pending or, to the knowledge of the Borrower, threatened against the Borrower which could have a material adverse effect on the assets or financial condition of the Borrower; and

No Call in Event/event of default as defined in this agreement has occurred and/or is continuing.

The representations and warranties set forth in this paragraph are given and made on and as of the date hereof and shall survive the acceptance of this letter and are continuing representations and warranties which are deemed to be repeated during the continuance of the facilities.

Covenants
The Borrower agree that the facility is provided for the purpose of the business project described on the loan application, and that shall follow the operation plan to be
submitted. Shall use the funds received for the purposes intended.

The Borrower covenants with the Fund that, from the date of this Agreement until all moneys owing to the Fund in respect of the loan including all costs and fees due have been paid in full:

The Borrower will inform the Board on any Call in Event forthwith upon becoming aware of the same;

Insurance

The Fund will require the Borrower to take insurance cover to cover death and/or Permanent disability through the Fund’s approved insurance plan. The Fund will enter into separate arrangements with insurers to cover the risk.

The Borrower undertakes to pay the insurance premiums stipulated by the Fund from time to time.

Other Terms and Conditions

All moneys payable by the Borrower under, the benefit of the covenants of the Borrower contained in, and all other rights of the Fund under, this Agreement shall be assignable and remain valid and effective in all respects in favor of any assignee transferee or other successor in title of the Fund in the same manner as if such assignee transferee or other successor in title has been named in this Agreement as a party instead of or in addition to the Fund.

All rights of the Fund contained in this Agreement are in addition to all rights vested or to be vested in the Fund pursuant to the Kilifi County Microfinance Fund Act 2016 or any other regulation or guidelines.

The Borrower hereby expressly consents and authorizes the Fund to disclose, respond, advise, exchange and communicate the details or information pertaining to the Borrower’s account(s) to other Fund, financial institutions, credit card companies, or credit reference bureaus, including authorized agents, representatives, lawyers or debt collection agents for the purposes of any bona fide enquiry or collection of any data or towards recovery of any sums due and outstanding to the County Microfinance Fund.

The Borrower agrees not to disclose to any third parties any information provided by the County Fund in connection with this offer, except to those legally required.

Law

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

ACCEPTANCE

I ______________________________ Of ______________________________ (Entity Type) P. O. Box No _____________

hereby acknowledge that I/we have read, understood and accepted the terms and conditions of the above Letter and attached Conditions and confirm my/our intention to be bound by the said terms and conditions.

Signed by:

______________________________

ID No.:

______________________________

Date:

______________________________

In the presence of:

I ________________________ an Advocate of the High Court of Kenya who witnessed the execution of this Letter and conditions

CERTIFY that the above-named Borrower appeared before me on the ___________ day of __________ Year ________ and being known to me/being Identified to me by ______________________________ acknowledge the above signature or mark to be his/hers and that he/she had freely and voluntarily executed this instrument and understood its content.

______________________________

Advocates signature

Signed by ______________________________

Signature ______________________________

(For and on behalf of the Board)
DECLARATION

We, the undersigned hereby:

a) Confirm that we are members/Officials of Group/Enterprise.
b) We certify this information is true and correct and authorize the Mbegu Fund Board to:
   i. Contact any source for confirmation.
   ii. Share information of our credit history with Credit Reference Bureaus
   iii. Confirm bank details with our bankers as and when necessary
c) We agree to be bound by the terms and conditions of this facility as stipulated in the loan agreement.
d) We agree to obtain credit insurance cover from the insurance company procured by the Fund.
e) Administration fees charged will be as stipulated by the Regulations to the Act.
f) We authorize the Fund to deduct any premiums payable towards such insurance cover and Administration fee from loan granted.
g) We understand that this application will go through a vetting process and should our loan be approved a loan account of the principle amount requested will be created in the name of our group.
h) We understand the Mbegu Fund Board reserves the right to sanction or decline this application without giving reasons.
i) We agree that we are jointly and severally liable for repayment of loan in the event of default and
j) We shall not be eligible for additional loans unless the amount in default has been cleared in full.
k) The Fund shall not process incomplete/defective application form, for which if any loss or delay is caused to me/us, I/We will not hold the Fund liable for such loss or delay.

For Officials

We, the undersigned, being the validly elected leaders of the group/enterprise hereby commit the group/enterprise
Individually and jointly to repay the loan amount disbursed to the Mbegu Fund appointed Account in equal installments after the _______________ month’s grace period.

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<th>S/No</th>
<th>Name</th>
<th>Position</th>
<th>ID Number</th>
<th>Mobile No.</th>
<th>Signature</th>
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NB: Please attach current signed minutes of group/enterprise meeting that agreed to the terms and conditions of the borrowing
CERTIFICATION

Sub-County

Ward

Village

Name of Ward Administrator

Telephone No

I certify that I know the members of the group and they are of good conduct to access public funds. I therefore recommend them for Mbegu Fund.

Signature

Official Stamp

(Mandatory)

DOCUMENTS SUBMITTED (Official use)

We confirm having submitted the following self attested documents (ticked below) along with this loan application form.

- [ ] Completed Loan Application
- [ ] Evidence of group savings structure
- [ ] 3/6 months bank statement
- [ ] Constitution
- [ ] Registration certificate
- [ ] Financial Records
- [ ] Proof of Identity
- [ ] Minutes of Meeting
- [ ] Proposal or business plan
- [ ] Loan Agreement
- [ ] Details of Existing Bank Borrowings
- [ ] Other Relevant.
- [ ] L.P.O For financing

KILIFI COUNTY MICROFINANCE FUND (MBEGU FUND) OFFICIAL USE ONLY

SUB-COUNTY MBEGU FUND COMMITTEE RECOMMENDATIONS

<table>
<thead>
<tr>
<th>Chairperson</th>
<th>Signature</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>Secretary</td>
<td>Signature</td>
<td>Date</td>
</tr>
</tbody>
</table>

NB: Please attach Credit Scorecard

BOARD'S RECOMMENDATION

We have validated and technically assessed the proposal. We recommend as follows:

Approved: Amount (in figures) Ksh

(In words) Ksh

Management Fees

Insurance fee

Repayment period

Signed by Fund manager

Witnessed by Chairperson

Minute No:

KILIFI COUNTY MICROFINANCE FUND (MBEGU FUND) Group Enterprise Loan Application Form