**THIS AGREEMENT** is made this \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_\_ between FRED MUHIA, of P. O. Box 74493-00200 Nairobi (hereinafter referred to as the "Lender") and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of ID \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter referred to as the "Borrower").

**WHEREAS** the Lender has agreed to lend certain monies to the Borrower upon the terms and conditions herein set forth;

**NOW THEREFORE IN CONSIDERATION** **OF** the advances to be made by the Lender to the Borrower and the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

The Lender hereby loans to the Borrower the amount of Kshs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Loan") and the Borrower hereby acknowledges receipt of the full amount of the Loan.

The Loan shall bear interest at the monthly rate of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(i.e. from the date hereof until repayment of the full amount owing under this Agreement.

The Loan, together with interest as herein provided, shall be repayable by the Borrower to the Lender within one (1) year.

The Loan is an interest only loan, and unless and until demand for payment is made by the Lender the Borrower shall pay interest on the Loan to the Lender on the seventh day of each and every week, without any deduction, compensation, set-off or abatement whatsoever, with such interest on the Loan to be calculated and compounded weekly in advance.

The Borrower shall pay to the Lender or reimburse the Lender for the fees and expenses incurred by the Lender in connection with the enforcement of any of the Lender's rights under this Agreement.

It is understood and agreed that the terms and conditions contained herein constitute the entire agreement between the parties hereto and there are no covenants, representations, warranties or agreements whether express or implied except as expressly set out herein.

The Borrower may not assign this Agreement. The Lender may assign this Agreement at any time without the consent of the Borrower. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first above written.

Lender

Witness

Borrower

Witness