

GUARANTEE BY A CORPORATION AS SURETY

(Heading as in Form 1)

WHEREAS the above-named AB of died on the....., 20....., and CD (hereinafter called “the administrator”) is the intended administrator of his estate:

NOW THEREFORE –

1. XYZ Ltd. of a company having its registered office atand carrying on business at (hereinafter called “the company”) hereby guarantees that it will when lawfully required to do so make good any loss which any person interested in the administration of the estate of the deceased may suffer in consequence of the breach by the administrator of his duty –

(a) to collect and get in the estate of the deceased and administer it according to law;

(b) when required to do so by the court to exhibit on oath in court a full inventory of the said estate and when so required to render an account of the estate; and

(c) when so required by the court to deliver up the grant to the court.

2. The giving of time to the administrator or any other forbearance or indulgence shall not in any way affect the company’s liability under this guarantee.

3. The liability under this guarantee shall be continuing and shall be for the whole amount of the loss mentioned in paragraph 1 above save that the total liability of the company shall not in any event exceed the sum of Kenya Shillings (K.Sh.).

Dated the, 20.....

The Common Seal of the company }

was hereunto affixed in the presence of }

Filed by - (*as in Form 2*). }

GUARANTEE BY PERSONAL SURETIES (GENERAL FORM)

(Heading as in Form 1)

WHEREAS the above-named AB of died on the,
20, and CD (hereinafter called “the administrator”) is the intended administrator of his
estate:

NOW WE, GH of and IJ of hereby jointly and
severally guarantee and agree as follows –

1. We will when lawfully required to do so make good any loss which any person
interested in the administration of the estate of the deceased may suffer in consequence
of the breach by the administrator of his duty –

(a) to collect and get in the estate of the deceased and administer it according to law;

(b) when required to do so by the court to exhibit on oath in court a full inventory of the said
estate and when so required to render an account of the estate; and

(c) when so required by the court to deliver up the grant to the court.

3. The giving of time to the administrator or any other forbearance or indulgence shall not
in any way affect our liability under this guarantee.

3. The liability under this guarantee shall be continuing and shall be for the whole amount of
the loss mentioned in paragraph 1 above save that our aggregate total liability shall not in
any event exceed the sum of Kenya Shillings..... (K.Sh.).

Dated the, 20.....