

NAIROBI CITY COUNTY

Telephone:+254 20 344 194 Email:info@nairobi.go.ke Facebook: NairobiCityCountyOfficial Twitter: @county_nairobi



City Hall, P.O Box 30075-0010, Nairobi, KENYA.

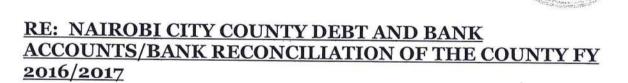
FINANCE AND ECONOMIC PLANNING

CFO/EAG/228/2017/E

24th November, 2017

OLEGIES OFFICER

The Clerk, Nairobi City County Assembly, NAIROBI.



The above matter refers.

Attached please find a response raised on the County debt and bank accounts/bank reconciliation of the FY 2016/2017 for your action.

EKAYA ALUMASI

AG. CHIEF FINANCE OFFICER

Encl.

DEFICER

Committee

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Commi

NAIROBI CITY COUNTY

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City Hall, P.O Box 30075-0010, Nairobi, KENYA

FINANCE AND ECONOMIC PLANNING

RESPONSE TO ISSUES RAISED ON NAIROBI CITY COUNTY DEBT FY AND BANK ACCOUNTS/BANK RECONCILIATION OF THE COUNTY FY 2016/2017

23rd November, 2017

RESPONSE TO ISSUES RAISED ON NAIROBI CITY COUNTY DEBT FY AND BANK ACCOUNTS/BANK RECONCILIATION OF THE COUNTY FY 2016/2017

The above matter refers.

Reference is made to your letter ref: NCCA/FB&AC/CORR/2017/03 and the subsequent meeting of the budget and appropriations committee held on 15th November, 2017. The issues raised are hereby responded to as below:-

1.0 Bank Accounts & Reconciliation

1.1 Background

The county government of Nairobi has thirty one (31) bank accounts which are operated in the Central Bank of Kenya and in other Commercial banks; the banks are classified as revenue Accounts to receive county revenue, recurrent or payment accounts and development accounts used for expenditure.

1.2 Opening and Closure of Bank Accounts

1) Public Finance Management 2012 Act

Section 119 sub-sections (1), (2) under banking arrangement for county government and its entities stipulate that;

- a) The county treasury is responsible for authorizing the opening, operating and closing of bank accounts for the county government and its entities except otherwise provided by other legislation and in accordance with regulations made under this Act
- b) Soon as it is practical each County Treasury shall establish a Treasury single Account at Central Bank of Kenya or a Bank approved by the County Treasury through which payment of money to and various County Government entities are to be made.

2) Nairobi City County Alcoholic Drink Control and Licensing Act

In accordance with the Nairobi City County Alcoholic Drink Control and Licensing Act 43(1) (2) (a)-(d) it is legal requirement that an independent account to manage the operations of the liquor board sub county committee's activities be established.

Central Bank	1000171413	Nairobi City County Developme nt	Receives disbursements from central bank revenue account to pay for County developments expenditure	Kshs	11,114,482.00
Central Bank	1000248106	Nairobi City County K.R.B RML	Receives money disbursed from central bank revenue account for County roads maintenance	Kshs	743,006.00
Cooperative Bank	1141232396600	Nairobi City County Revenue	Collects county revenue for onward remittances to the Central Bank Revenue account.	Kshs	6,786,981.00
Cooperative Bank	1141232396601	Nairobi City County Operation Imprest	Receives money disbursed from central bank revenue account for paying County day to day operations.	Kshs	(891,961,441.00)
Cooperative Bank	1141232396602	Nairobi City County Operation	Receives money disbursed from central bank development account for county developments.	Kshs	471,111.00
Equity Bank	810263520904	Nairobi City County General collection revenue	Revenue collection account. The account was closed.	Kshs	(11,112.00)

		Board	roads projects.		
Cooperative Bank	1141232396600	Nairobi City County Waithaka technical	Receives school fees from students and pays for the activities that run the institution.	Kshs	61,471.00
Cooperative Bank	1141232396622	Nairobi City County Africa Asia Economic Partnership	Used for Africa Asia donor funded projects. It is funded as and when Afri Asia Economic partnerships have joint programs	Kshs	_
Cooperative Bank	22120005723600	Nairobi City County Afri-cities PDM	Account existed before county governments, it's dormant and it can be closed.	EURO	
Cooperative Bank	1150232396600	Nairobi City County Loan call	The account is used in Financing insurance. It can be closed	Kshs	765,307.00
Cooperative Bank	1150005723622	Nairobi City County Loan call	The account is used in Financing insurance. It can be closed	Kshs	24,625,189.00
Cooperative Bank	1150005723623	Nairobi City County Loan call	The account is used in Financing insurance. It can be closed	Kshs	38,007,005.00
Kenya Commercial	1159076065	Nairobi City County	The account was opened as a condition of	Kshs	(3,790,179.00)

BANK NAME	ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT	AMOUNT PAID		BAL 30TH JUNE 2017
2016/2017 wl	ee also requested to nich are as shown be	low;	nts deposited		l acco	
GRAND TO	TAL				(49	99,972,132.00)
		City County Ward Developme nt Fund	under ward development Act sec 16(1) purpose of disbursement funds under Act.	for t of	-	
Cooperative Bank	1141232396608 82120378001	Nairobi City County Beautificati on	This account was opened under the department of environment facilitate beautification exercise in preparation of pope and US President barrack Obarvisit to Kenyethe year 2018	of to n of mas	-	
		Control Board	sec43(1)its purpose is to finance sub county committees among other functions stipulated in Act	7		

DEPOSIT

2016/201

ED

7

2016/2017

Equity bank		
12. Equity bank general collection revenue account	81027158663	(256,092.00)
OTHER BANK ACCOUNTS		
This includes banks which serve hospitals and other entities of the county of Nairobi		
13. National bank of Kenya pumwani hospital account	102100895400	9,967,661.00
14. National bank of Kenya mbagathi hospital account number	1001031663101	19,561,199.00
15. National bank of Kenya Mama lucy Hospital account	1133233864	30,460,569.00
16. National bank of Kenya emergency Fund account	1001091113700	1,622,398.00
17 national bank mutuini hospital a/c	102100895400	14,514.00
18.Coperative bank waithaka technical account	1141232396600	61,471.00
19.Chase bank Nairobi Ward development fund account	821200378001	-
20.Cooperative bank Nairobi Liquor control Board account	1141230914900	-
Dormant Accounts or accounts with few t	ransactions and oth arises	ers which are used a
	810263520904	(11,112.00)
21.Equity bank account		
22. Cooperative bank governor's ball account	1141232396603	-
23. Cooperative bank private sector fund account	1141232396605	-
24. Cooperative bank Afri-Asia Economic partnership account	1141232396622	_
25. Cooperative bank loan call account	1150232396600	765,307.00
26. Cooperative bank loan call account	1150005723622	24,625,189.00

A renegotiation of terms of loan with Kenya Commercial Banks for longer repayment period which will reduce the amount payable monthly reducing burden of monthly repayment can also be pursued.

NB: The relevant annexures are hereby attached for your review

2.0 County Debt/Pending Bills

2.1 Back Ground of the debt

The County debt composition cuts across historical on-lent water loans taken to finance water infrastructure in the 1970's and a guaranty (government guaranteed loans) taken in the 1980's to finance construction of Umoja II housing project, owing's to various merchants, utility companies, statutory bodies, loans to commercial banks and unpaid personnel emoluments currently totaling Kshs.56.5B.

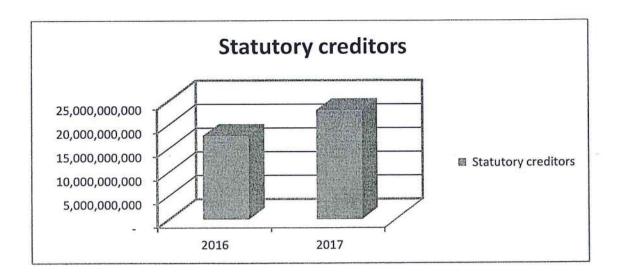
The national government on the other hand has not remitted its contribution in lieu of rates & accumulated reserved parking of Kshs.65.3B this revenue when received can be used to retire the existing outstanding debt.

The principal objective of managing debt in the County is to meet financing requirements at the least cost possible with a prudent degree of risk and identify strategies that deal with the existing debt portfolio in order to release resources to service delivery.

2.2 Comparison between annual financial report and the actual status of debt in the financial statements as at 30.06.2017

The Budget and appropriations committee in its sitting held on 15.11.2017 raised issues on the initial provisional figures submitted in the annual financial report. The provisional figures indicated pending bills at the close of the financial year to be Kshs. 52.4B. On review and further scrutiny it was noted that the figure did not include the owing's to KRA of 3.8B bringing the initial provisional figure of liabilities to Kshs. 56.31B (Annex 4). The regrettable error has since been rectified as the final tabulation meant for end of year reporting was being prepared.

The final analysis for preparation of the financial statements also takes into consideration a component of interest and penalties owed to KRA for the month of June, the final electricity schedule availed by the roads & public works sector and water



Drivers of growth in statutory debt

1) High interest rates charged by statutory creditors

Statutory creditors charge high interest and penalties in accordance with the Section 53 of the RBA Act Cap 197 with Laptrust charging interest @ 1.25% per month (15% per annum) compounded and Lapfund charging 3% per month (36%per annum) compounded. Since the debt is historical in nature the debt has continued to grow even when the County remits statutory payments as at when the salary is paid.

2) Non-Remittance of Statutory deductions

While remittances are currently being made on time there have been gaps in settlement of the same in the past leading to increase in the debt.

2.3.2. Suppliers of goods and services

The County initiated projects whose payments have been rolled over to consecutive financial years. This is mainly due to fluctuating revenues which affect the cash flow projected leading to growth in unpaid merchants at year end. The volatility of the economy due to the electioneering period affected revenue collection. The sector is putting measures in place to adopt strategies that will increase revenue collection.

The County intends to negotiate with the national government to write off these loans.



2.4 Strategies to deal with the debt

The Public Finance Management Act, 2012 Sec (123) requires the County Treasury to submit to the assembly the Debt Management Strategy Paper on or before the 28th February in each year. The 2017/2018 DMSP outlines the strategies the county intends to use in dealing with its debt portfolio.

2.4.1 Strategies to deal with existing debt

a) Debt rescheduling/renegotiation

There's need to renegotiate with the banks to reschedule the current bank loans with a view to obtaining favorable terms and for a longer period.

b) Debts/ Asset Swops

Where the County owes various statutory creditors/utility firms who also owes us various debts in terms of rate, the County will enter into negotiations with various creditors with a view to effect debts/assets swops. Currently a debt swap negotiated with NSSF has been used to settle property rates

c) Debt write offs

In order to clean our balance sheet and improve our creditworthiness, the County shall enter into negotiations with the GOK with a view to write off debts that were guaranteed by the central Government to the former City Council of Nairobi.

d) Public Private Partnerships

The regulatory framework for enforcement of payment of property rates is weak leading to reduced revenues.

2.5 Report of the Committee on the finalization of pending bills and audit of procurement processes.

The governor through a gazette notice on 15th November, 2013 appointed members of the Committee with the objective of verifying the existing claims and bringing to finality the problem of pending bills. However, the committee did not submit its final report with its findings and recommendations.

2.6 List of Pending Bills

The County Secretary vide memo Ref: NCC/CS/36/fm/2017 has indicated that all pending bills are subject to verification by a select committee. For this reason the list of pending bills detailing owing to each supplier will be provided once verification has been completed.

ANNEX 4- PROVISIONAL FIGURES OF COUNTY LIABILITIES

SUMMARY NAIROBI CITY COUNTY LIABILITIES PROVISIONAL FIGURES PROVIDED FOR IN THE ANNUAL FINANCIAL REPORT

	ITEM DESCRIPTION	30.06.2017	30.06.2017
1	Statutory Bodies		
	KRA (PAYE)	3,605,916,915.22	3,605,916,915.22
	KRA (PENALTIES)		2
	KRA(VAT)	221,963,977.25	221,963,977.25
	Sub total KRA	3,827,880,892.47	3,827,880,892.47
	NSSF	470,808,346.00	470,808,346.00
	LAPTRUST-Principal	5,812,450,194.26	5,812,450,194.26
	LAPTRUST-Penalties & Interest	3,088,249,653.42	3,088,249,653.42
-	Sub-total Laptrust	8,900,699,847.68	8,900,699,847.68
	LAPFUND-Principal	2,041,834,795.04	2,041,834,795.04
	LAPFUND-Penalties & Interest	7,683,011,712.31	7,683,011,712.31
	Sub-total Lapfund	9,724,846,507.35	9,724,846,507.35
	Sub-total Statutory creditors	19,096,354,701.03	22,924,235,593.50
2	Merchants		
	Development	2,113,426,879.03	2,113,426,879.03
	Reccurrent	1,646,750,176.09	1,646,750,176.09
-	Sub-total Merchants	3,760,177,055.12	3,760,177,055.12
	Legal Creditors	2,339,264,112.36	2,339,264,112.36
1110	Total	6,099,441,167.48	6,099,441,167.48
3	Utilities		
	KPLC	392,943,319.70	392,943,319.70
	Water		
		392,943,319.70	392,943,319.70
4	Loans		
	Co-op IPF Loan/KCB Longterm Ioan	4,081,270,388.00	4,081,270,388.00
	Overdraft	891,961,441.00	891,961,441.00
	Sub-total Loans	4,973,231,829.00	4,973,231,829.00
5	Contingent Liabilities		
	LAPTRUST(acturial deficit & Interest)	2,624,372,573.00	2,624,372,573.00
	Sub-total -Pensions	2,624,372,573.00	2,624,372,573.00

6	Other loans		
	Onlent Water (Foreign Loans)	15,328,285,000.00	15,328,285,000.00
	Government guaranteed loans	3,815,640,000.00	3,815,640,000.00
	Sub-total-other Loans	19,143,925,000.00	19,143,925,000.00
7	Employee benefits- Retirees/ Deceased	148,968,118.00	148,968,118.00
	TOTAL DEBTS	52,479,236,708.21	56,307,117,600.68

NOTES ON THE PROVISIONAL FIGURES IN THE ANNUAL FINANCIAL REPORT

- 1. The initial provisional figures provided for in the annual financial report indicated a figure of Kshs 52.4B which on further scrutiny was discovered to be a summation error since the figure did not include KRA's owing of Kshs.56.31B bringing the initial provisional figures to Kshs. 56.31B. The regretable error has since been rectified in the final tabulation presented in the end of year financial reporting.
- 2. The final figures as reported in the financial statements FY 2016/2017 forwarded for audit is Kshs 56.51B.

ANNEX 5: FINAL SUMMARY NAIROBI CITY COUNTY LIABILITIES FY 2016/2017

As at	30.06.2017	ACTUAL FIGURES
	ITEM DESCRIPTION	30.06.2017
1	Statutory Bodies	
	KRA (PAYE)	3,605,916,915.22
	KRA (PENALTIES)	105,797,982.85
	KRA(VAT)	210,366,466.45
	Sub total KRA	3,922,081,364.52
	NSSF	470,808,346.00
	LAPTRUST-Principal	5,812,450,194.26
	LAPTRUST-Penalties & Interest	3,088,249,653.42
	Sub-total Laptrust	8,900,699,847.68
	LAPFUND-Principal	2,041,834,795.04
	LAPFUND-Penalties & Interest	7,683,011,712.31
	Sub-total Lapfund	9,724,846,507.35
	Sub-total Statutory creditors	23,018,436,065.55
2	Merchants	
	Development	1,808,417,956.45
	Reccurrent	1,979,192,074.97
	Sub-total	3,787,610,031.42
	Legal Creditors	2,339,264,112.36
	TOTAL	6,126,874,143.78
3	Utilities	
	KPLC	393,066,405.70
	Water	94,210,222.89
		487,276,628.59
4	Loans	

	Co-op IPF Loan/KCB Longterm Ioan	4,081,270,388.00
	Overdraft	891,961,441.00
	Sub-total Loans	4,973,231,829.00
5	Contingent Liabilities	
	LAPTRUST(acturial deficit & Interest)	2,624,372,573.00
	Sub-total -Pensions	2,624,372,573.00
6	Other loans	
	Onlent Water (Foreign Loans)	15,328,285,000.00
	Government guaranteed loans	3,815,640,000.00
	Sub-total-other Loans	19,143,925,000.00
7	Employee benefits- Retirees/ Deceased	142,249,068.40
	TOTAL DEBTS	56,516,365,308.32

NB: Extract from the financial statements FY 2016/2017

The figure of Kshs.3,787,610,031.42 relates to suppliers of goods and services and contractors unpaid at the end of June, 2017, While efforts have been made to compile the creditors' schedule, vouchers of suppliers of goods & services and contractors are in various stages of the payment process. Where bills not initially included in the list arise the internal audit or a select committee shall come up with a suitable methodology of verifying and validating the same for inclusion into the creditors' ledger.

	SUMMARY NAIROBI CITY COUNTY LIABILIT	
	As at 30th June, 2017	20th lung 201
	ITEM DESCRIPTION	30th June, 201
1	Statutory Bodies	Non-rouse and Conference accounts
	KRA (PAYE)	3,711,714,898.0
	KRA(VAT)	210,366,466.4
	Sub total KRA	3,922,081,364.5
	NSSF	470,808,346.0
	LAPTRUST-Principal	5,812,450,194.2
	LAPTRUST-Penalties & Interest	3,088,249,653.4
	Sub total Laptrust	8,900,699,847.0
	LAPFUND-Principal	2,041,834,795.
	LAPFUND-Penalties & Interest	7,683,011,712.
	Sub-total Lapfund	9,724,846,507.
	Total	23,018,436,065.
2	Suppliers and Contractors	
	Construction of civil works/Construction of roads	
i)	and drainages & Overhaul and Refurbishment	1,307,250,075.
ii)	Construction of Buildings	501,167,880.
ii)	Supply of services	531,033,335.
iv)	Hospital creditors	162,085,106
v)	Supply of goods	1,286,073,633
	Total Pending bills Suppliers/Contractors	3,787,610,031
vi)	Legal Creditors	2,339,264,112
	TOTAL	6,126,874,143

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3	Utilities	
	KPLC- Electricity	393,066,405.70
	Water Bills	94,210,222.89
	Sub-total	487,276,628.59
4	Loans	*
	Co-op IPF Loan/KCB Longterm loan	4,081,270,388.00
	Overdraft	891,961,441.00
	Sub-total Loans	4,973,231,829.00
5	Contingent Liabilities	
	LAPTRUST(acturial deficit & Interest)	2,624,372,573.0
	Sub-total -Pensions	
	Other loans	
	Onlent Water (Foreign Loans)	15,328,285,000.0
	Government guaranteed loans	3,815,640,000.0
	Sub-total-other Loans	19,143,925,000.0
	Total Contigent Liabilities	21,768,297,573.0
6	Employee benefits- Retirees/ Deceased	142,249,068.4
	GRAND TOTAL	56,516,365,308.3
NOTE	S	

^{1.} The figure of Kshs.3,787,610,031.42 relates to suppliers of goods and services and contractors unpaid at year end. While efforts have been made to compile the creditors' schedule, vouchers of suppliers of goods & services and contractors are in various stages of the payment process. Where bills not initially included in the list arise the county assets and liabilities committee or any other appointed committee can come up with a suitable methodology of verifying and validating the same for inclusion into the creditors' ledger.

NAIROBI CITY COUNTY ASSEMBLY

Telegraphic Address

Telephone: 020 221 0391/2, 020 2216151 Mobile: 0700 330 846/7, 0731 808 078 Email: clerk@nrbcountyassembly.go.ke Web: www.nrbcountyassembly.go.ke



Clerk's Chambers County Assembly City Hall Buildings P O Box 45844-00100 Nairobi, Kenya

OFFICE OF THE CLERK

NBI/CA/T&J/2014/08

County Executive Committee Member Finance & Economic Planning, Nairobi City County NAIROBI.

24th October, 2014

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6/24

RE: COUNTY ASSEMBLY APPROVALS

We refer to your letter Ref No NCC/HOCT/SOO/430/2014 and dated 22nd October, 2014 addressed to the Hon Speaker on the above matter.

On Tuesday 14th October, 2014, the County Assembly passed a motion moved by Hon. Elias Otieno the Member for Kileleshwa Ward, urging the County Assembly to approve a request by the County Executive Committee Member for Finance to access the following facilities;

- a) Borrow the sum of Kshs. 1.5 Billion as a revolving overdraft to cater for the County Monthly personal Bills;
- b) Borrow the sum of Kshs. 2.5 Billion to cater for capital projects for the financial Year 2014/2015.

This is therefore to forward to you the motion as passed by the Assembly for your necessary action. Please find attached a copy of the said motion.

MONICÁH M. MUTHAMI

FOR: CLERK, NAIROBI COUNTY ASSEMBLY

CC: Chief Officer

Finance & Economic Planning, Nairobi City County,

City Hall Building

NAIROBI.

Chairperson

Committee on Implementation
City County Assembly

NAIROBI.

Notice of Mostor give on 201 locale 221 157014-154 the majority locale with the budger commerce and report on 28157014 PCK (15P)

COUNTY GOVERNMENT OF NAIROBI

FIRST ASSEMBLY

(SECOND SESSION)

THE NAIROBI CITY COUNTY ASSEMBLY

NOTICE OF MOTION- (Leader of the Majority)

Pursuant to the provisions of Section 140 and 142 of the Public Finance Management Act, 2012, this Assembly approves:-

- a) That the County Executive Committee Member for Finance to borrow the sum of Kshs1.5 billion as a revolving overdraft to cater for the County Monthly personal bills;
- b) That the County Executive Committee Member for Finance to borrow the sum of Kshs2.5 billion to cater for Capital projects for the Financial Year 2014/2015.

The Hon. Elias Otieno, MCA Leader of the Majority DUER DRAFT ANNEXB

NAIROBI CITY COUNTY ASSEMBLY

Telegraphic Address

Telephone: 020 221 0391/2, 020 2216151 Mobile: 0700 330 846/7, 0731 808 078 Email: clerk@nrbcountyassembly.go.ke Web: www.nrbcountyassembly.go.ke



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OFFICE OF THE CLERK

NBI/CA/T&J/2014/08

County Executive Committee Member Finance & Economic Planning, Nairobi City County NAIROBI.

24th October, 2014

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- a) Borrow the sum of Kshs. 1.5 Billion as a revolving overdraft to cater for the County Monthly personal Bills;
- b) Borrow the sum of Kshs. 2.5 Billion to cater for capital projects for the financial Year 2014/2015.

This is therefore to forward to you the motion as passed by the Assembly for your necessary action. Please find attached a copy of the said motion.

MONICAH M. MUTHAMI

FOR: CLERK, NAIROBI COUNTY ASSEMBLY

CC:

Chief Officer

Finance & Economic Planning,

Nairobi City County,

City Hall Building

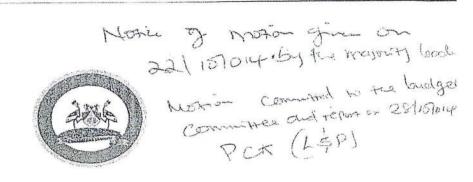
NAIROBI.

Chairperson

Committee on Implementation

City County Assembly

N'AIROBI.



COUNTY GOVERNMENT OF NAIROBI

FIRST ASSEMBLY

(SECOND SESSION)

THE NAIROBI CITY COUNTY ASSEMBLY

NOTICE OF MOTION- (Leader of the Majority)

Pursuant to the provisions of Section 140 and 142 of the Public Finance Management Act, 2012, this Assembly approves:-

- a) That the County Executive Committee Member for Finance to borrow the sum of Kshs1.5 billion as a revolving overdraft to cater for the County Monthly personal bills;
- b) That the County Executive Committee Member for Finance to borrow the sum of Kshs2.5 billion to cater for Capital projects for the Financial Year 2014/2015.

The Hon. Elias Otieno, MCA Leader of the Majority

LOANS ANNEX2



Telegraphic Address: 22921 Finance – Nairobi FAX NO. 310833 Telephone: 2252299 When Replying Please Quote THE NATIONAL TREASURY POBOX 30007 - 00100 NAIROBI

Ref: DMD 4/250 "A" '

2nd April, 2014

Gregory Mwakanongo CECM Finance & Economic Planning Nairobi City County P.O.Box 30075-00100 NAIROBI

21 5 · 45

Mr. Mwakanongo

NAIROBI CITY COUNTY LOAN FACILITY AT EQUITY BANK

Please refer to your letters Ref NCC/CEMC (FEP)141/014 dated 17th March 2014 and Ref NCC/CEMC (FEP) 27/014 dated 27th March 2014 on the above subject.

In the first letter NCC wrote to the National Treasury requesting for a loan guarantee of Kshs 4 billion which is a makeup of an existing outstanding loan of Kshs 3.3 billion from Equity Bank not guaranteed by the National Government, to be refinanced, and additional new loan to be contracted of Kshs 700 million from Kenya Commercial Bank (KCB). The Kshs 4 billion loan would be as a result of a refinancing proposal NCC is seeking from KCB and the new loan for whichNCC was seeking ra guarantee from the National Government.

The National Treasury has observed that the loan from Equity Bank to the then Nairobi City Council was not guaranteed by the National Government and therefore a guarantee cannot be issued retrospectively.



EQUITY BARKE



Our ref: EBL/HO/CC/081

Your ref: TBA

Date: 24th March 2014

Nairobi City County, P.O Box 30075-00100.

NAIROBI

("By Hand Delivery")

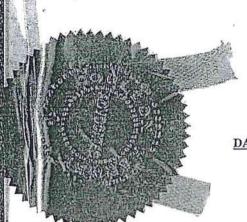
Dear Sir,

RE: FORMAL DEMAND FOR PAYMENT OF KSHS. 3,366,696,209.32

We Equity Bank Limited ("The Bank"); do hereby formally demand immediate repayment of the outstanding balance of Kshs. 3,366,696,209.32 the amount due and owing to the Bank from you as at 18th March 2014. Interest continues to accrue on the said amount of Kshs 3,366,696,209.32 at the rate of 18% per annum. The amount also continues to attract an additional default interest at the rate of 6% per annum, compounded with monthly rests until payment in full.

PLEASE*TAKE NOTICE that failure to comply with this demand and pay the Bank the said sum of Kshs. 3,366,696,209.32 within the NEXT FOURTEEN (14) DAYS (being April 9th, 2014) from the date hereof will result in action being taken against you to recover the said outstanding amount including the filing of legal proceedings in a court of law against you at your own peril as to costs and other incidentals and without further reference to you whatsoever.

TAKE FURTHER NOTICE that unless the Bank receives the said sum of Kshs. 3,366,696,209.32 within the NEXT FOURTEEN (14) DAYS from the date hereof the Bank we will proceed with recovery efforts including forwarding your file to the Credit Reference Bureau



between

EOUITY BANK LIMITED

and

KENYA COMMERCIAL BANK LIMITED

and

COUNTY GOVERNMENT OF NAIROBI CITY COUNTY

DEED OF ASSIGNMENT IN RESPECT OF THE TERM LOAN FACILITY LETTER DATED 30th MARCH 2011 AND THE CHARGE DATED 23rd JUNE 2011



THIS DEED OF ASSIGNMENT is made the

10 th day of September 2014

BETWEEN:

- EQUITY BANK LIMITED, a limited liability company incorporated in the Republic of Kenya (1) of P.O. Box 75104 Nairobi-00200, Kenya ("EBL" which expression shall, where the context so admits, include its successors and permitted assigns);
- KENYA COMMERCIAL BANK LIMITED a limited liability company incorporated in the (2)Republic of Kenya of P.O. Box 48400 Nairobi-00100, Kenya ("KCB", which expression shall, where the context so admits, include its successors and permitted assigns); and
- COUNTY GOVERNMENT OF NAIROBI CITY COUNTY, of P.O. Box 30075 00100 (the (3)"Borrower" or "CGN", which expression shall, where the context so admits, include its successors and permitted assigns)

RECITALS:

- CITY COUNCIL OF NAIROBI a body corporate whose address was P O Box 30055 Nairobi-00100 (the "CCN") and EBL entered into a term loan facility letter dated 30mg March 2011 pursuant to which EBL has made available to CCN a term loan facility of Kenya Shillings five billion upon the terms therein contained (the "Facility Agreement")
- As security for its obligations under the Facility Agreement CCN granted to EBL: B.
 - a charge over its rates and revenues dated 23rd June 2011;
 - b. Charge in respect of deposits held in the LATF Fund account to secure a maximum principal amount of up to Kenya Shillings five billion (K.Shs. 5,000,000,000/=) and registered in the Registry of Documents, Nairobi as Presentation Number 1804 Volume D1 Folio 237/4922 File MMXI; and
 - c. Charge in respect of deposits held in a Collection Account (as defined in the charge) to secure a maximum principal amount of up to Kenya Shillings five billion (K.Shs. 5,000,000,000/=) and registered in the Registry of Documents, Nairobi as Presentation Number 1805 Volume D1 Folio 237/4924 File MMXI. (the "Security Documents")
- By virtue of section 58 of the Urban Areas and Cities Act, the Facility Agreement vested C. in the CGN.
- Pursuant to clause 16 of the Facility Agreement, EBL may assign all its rights, benefits D. and obligation under the Facility Agreement.
- EBL has now agreed to assign all its rights, title, interest, benefits and obligations under E. the Facility Agreement and the Security Documents to KCB on and subject to the terms and conditions of this Assignment.
- KCB has agreed to purchase from ECB all EBL's right, title and interest under and in F. respect of the Finance Documents and to assume all EBL's obligations and liabilities under the Facility Agreement and the Security Documents, upon the terms and subject to the conditions set out in this Assignment.
- Prior to the date of this Assignment, EBL had made a loan to the Borrower under the G. Facility Agreement in the aggregate principal amount of Kenya Shillings five billion





(K:Shs 5,000,000,000/=). Prior to the Effective Date (defined below), the Borrower shall have repaid to EBL Kenya Shillings one billion seven hundred million (K.Shs 1,700,000,000/=) together with accrued interest thereon and all other fees, charges and commission on such loan, such that the amount of Kenya Shillings three billion three hundred million (K.Shs 3,300,000,000/=), being the principal and accrued interest, other charges, commissions and fees outstanding under the Facility Agreement shall be outstanding on the Effective Date (defined below).

The Borrower is party to this deed so as to make certain acknowledgments and confirmations and to provide certain undertakings.

IT IS AGREED AS FOLLOWS:

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1. DEFINITIONS AND INTERPRETATION

- In this Assignment unless the context otherwise requires and save for words and expressions specifically defined herein, words and expressions defined in the Facility Agreement and the Security Documents shall have the same meanings as ascribed therein where used herein and the principles of interpretation therein shall likewise apply herein.
- 1.2 In this Assignment, unless the context otherwise requires:
 - "Assigned Assets" means all of the rights and benefits of EBL under or in respect of the Facility Agreement and the Security Documents including, without limitation, the rights and benefits of EBL under and in respect of:
 - (a) any security;
 - (b) the proceeds of any enforcement of security under the Security Documents; and
 - (c) any amounts owing to EBL under the Facility Agreement,
 - 1.2.2 "Assumed Obligations" means all of EBL's obligations under the Facility Agreement and the Security Documents;
 - 1.2.3 "Business Day" means a day (other than a Saturday or Sunday or a national or public holiday) on which banks are generally open for business in Nairobi.
 - 1.2.4 "Effective Date" means the date on which KCB shall pay EBL the amount of the Loan, and when this Assignment of the Assigned Assets and Assumed Obligations hereunder is to be completed and become effective.
 - 1.2.5 "Finance Documents" means the Facility Agreement, the Security Documents and any other document relating thereto.
 - 1.2.6 "Loan" means the amount of Kenya Shillings three billion three hundred million (K.Shs 3,300,000,000/=) being the principal and accrued interest, other charges, commissions and fees outstanding under the Facility Agreement on the Effective Date.
 - 1.2.7 "Material Adverse Effect" means,
 - (a) in relation to any person, a material adverse effect on any one or more of that person's:

- (i) financial condition which affect its ability to comply with any of its obligations under any Finance Document;
- (ii) condition (financial or otherwise), operations, performance or assets of the Borrower since the date as at which its latest annual financial statements (prepared pursuant to Section 162 of the Public Finance Management Act 2012) were prepared;
- (iii) ability to comply with any of its obligations under any Finance Document.
- (b) (generally) a material adverse effect on the international or any relevant domestic loan debt, bank facility or capital markets, or socio-political and economic situation of Kenya, which in the sole opinion of the Bank could prejudice the facility to the Borrower;
- (c) a material adverse effect on the validity or enforceability of any of the Finance Documents or the rights or remedies of any Party thereunder.
- 1.2.8 "Receiving Account" means the account of the Borrower with EBL details of which EBL will notify to KCB before the Effective Date.
- "Security Interest" means any mortgage, charge, assignment, pledge, lien, right of set-off, hypothecation, encumbrance, priority or other security interest (whether fixed or floating) which has substantially the same commercial or substantive effect as the creation of security.
- Clause headings are inserted for ease of reference only and shall not affect the interpretation of this Assignment. Unless the context otherwise requires, references to Clauses are to be construed as references to Clauses of this Assignment, and words importing the singular shall include the plural and vice versa.
- 1.4 Any reference in this Assignment to another document or instrument is a reference to that other document or instrument as the same may have been, or may from time to time be, amended.
- 1.5 In addition, unless the context otherwise requires, the words "Effective Date" shall mean the date hereof.

ASSIGNMENT

- 2.1 Subject to the Borrower completing its obligations under clause 3.1, and in consideration of and the payment by KCB to EBL on the Effective Date of the Loan, which payment KCB undertakes to make, and the undertakings of KCB set out in this Assignment, EBL, with full title guarantee, assigns to KCB absolutely and without recourse to EBL the Assigned Assets, such assignment to take effect on and from the Effective Date; and agrees to provide KCB with the originals of all the Finance Documents.
- 2.2 With effect from the Effective Date and in consideration of the assignment contained in Clause 4.1, KCB undertakes with EBL to perform the Assumed Obligations insofar as such obligations remain on that date to be performed and to be bound by the terms and provisions of the Finance Documents to the same extent and in the same manner as if it had participated in, and been party to, the Facility Agreement.
- 2.3 EBL and KCB agree, for the avoidance of doubt, that all commitment fees and interest on the Loan accrued up to (but not including) the Effective Date shall accrue for the sole benefit of EBL.



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- 2.4 From the Effective Date, all interest, costs, fees and expense payable by the Borrower under the Facility Agreement shall be for the account of KCB.
- 3. EBL's AND THE BORROWER'S UNDERTAKINGS, CONFIRMATIONS AND ACKNOWLEDGEMENTS
- 3.1 Prior to the Effective Date, the Borrower shall have:
 - 3.1.1 provided to KCB certified copies of all approvals required by the Borrower to enter into this Deed and any other document related to the Facility Agreement (such approvals being to the satisfaction of KCB); and
 - 3.1.2 repaid to EBL Kenya Shillings one billion seven hundred million (K.Shs 1,700,000,000/=) together with accrued interest thereon and all other fees, charges and commission on such loan, such that the amount of Kenya Shillings three billion three hundred million (K.Shs 3,300,000,000/=), being the principal, accrued interest and other charges, commissions and fees outstanding under the Facility Agreement shall be outstanding on the Effective Date.
- 3.2 EBL and the Borrower hereby confirm and acknowledge that the amount of the Loan shall be the total amount payable by the Borrower to EBL on the Effective Date, and once KCB shall pay such amount to EBL pursuant to clause 2.1 of this Assignment, the Borrower shall not have any amounts owing to KCB whatsoever.
- 3.3 EBL and KCB hereby give notice to the Borrower that, pursuant to the terms of this Deed, EBL has assigned to KCB all its right, title and interest under the Finance Documents and KCB has agreed to assume all the obligations and liabilities of EBL under the Finance Documents, in each case with effect from the Effective Date.
- 3.4 The Borrower hereby acknowledges notification of assignment and consents to the assignments specified herein and agrees to treat KCB as a lender under the Facility Agreement in respect of right, title and interest under the Facility Agreement and the Security Documents as if KCB were named therein as Bank and were an original party thereto and to this extent the Borrower releases EBL from any further obligations in respect thereof.
- 3.5 The Borrower confirms that:
 - 3.5.1 it has not received notice of the interest of any third party in the Assigned Assets; and
 - 3.5.2 it has not claimed or exercised and have no outstanding right to claim or exercise any security interest, right of setoff, counter-claim or other right relating to the Assigned Assets or the debts represented by the Assigned Assets.
- 3.6 The Borrower confirms that the amounts outstanding and due under the Facility Agreement as at the Effective Date shall be the amount of the Loan.
- 3.7 The Borrower further confirms that it is not in breach of any provision of the Finance Documents.
- 4. PAYMENTS
- 4.1 All payments to be made by KCB to EBL under this Assignment shall be made in Kenya Shillings without any deduction or withholding for or on account of any taxes or otherwise and in

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- immediately available and freely transferable funds to EBL's Receiving Account.
- 5. THE ASSIGNOR AND THE ASSIGNEE
- 5.1 KCB confirms to EBL that:
 - 5.1.1 it has received a copy of the Finance Documents and of all such other documents, approvals and opinions relating to the Finance Documents and/or the Borrower as KCB has required to see in connection with this Assignment and KCB accepts all the terms thereof;
 - 5.1.2 it has itself been, and will at all times continue to be, solely responsible for making its own independent appraisal of, and investigations into, (i) the financial condition, creditworthiness, affairs, status and nature of the Borrower and each other party to any documents relating to any of the Finance Documents or contemplated by this Assignment, (ii) the Finance Documents and any other document relating thereto or contemplated by this Assignment, and (iii) the matters and things contemplated by the Finance Documents or any such other document, and it has entered into this Assignment on the basis of such independent appraisal and investigations; and
 - 5.1.3 save for the warranties set out in this Assignment, it has not relied, and will not hereafter rely, on EBL to appraise or keep under review on its behalf the financial condition, creditworthiness, affairs, status or nature of the Borrower or any other party to any document relating to, or any matter or thing contemplated by, any of the Finance Documents or any such other document.
- 5.2 EBL makes no representation or warranty and assumes no responsibility with respect to:
 - 5.2.1 the financial condition of the Borrower; or
 - 5.2.2 and if the Borrower shall fail (from the Effective Date onwards) to perform any of its obligations under the Finance Documents or any document relating thereto or contemplated thereby, KCB shall have no recourse whatsoever to EBL in respect of such failure.
- 5.3 EBL hereby warrants to KCB that:
 - 5.3.1 the Assigned Assets are free from any encumbrances or rights of set-off;
 - 5.3.2 it duly and effectively entered into the Finance Documents;
 - 5.3.3 the Borrower has not breached any provision of the Finance Documents and there has not been and currently there is no Event of Default under the Finance Documents;
 - 5.3.4 the Finance Documents constitute legal, valid and binding obligations enforceable against it and the Borrower in accordance with its terms; and
 - 5.3.5 it is entitled to the rights (including the benefits of the representations, warranties, undertakings, further assurances and indemnities) and is bound by the obligations contained in the Finance Documents.
- 5.4 EBL and KCB agree that:
 - 5.4.1 EBL has no residual beneficial interest in the Loan;



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- 5.4.2 KCB shall have no recourse or claim on EBL for any loss, cost, expense or liability sustained or incurred by KCB as a result of or in connection with this Assignment;
- 5.4.3 EBL is not obliged to enter into any arrangements to indemnify or compensate KCB for any losses incurred by KCB pursuant to this Assignment or by reason of any failure by the Borrower to perform any of its obligations under any of the Finance Documents; and
- 5.4.4 KCB and not EBL shall assume the risk in respect of any moratorium, rescheduling, refinancing, suspension of payments or similar arrangement or circumstances affecting the Loan.

6. THE BORROWERS REPRESENTATIONS

6.1 Status

it is validly existing under the Laws of Kenya and it has the power to sue and be sued in its own name and to own its assets and carry on its operations as they are being and will be conducted;

6.2 Powers

- 6.2.1 it has power to enter into this Deed and the Finance Documents, to exercise its rights and perform its obligations thereunder and has taken all necessary legislative and other action to authorise the execution, delivery and performance of this Deed and the Finance Documents and any other documents referred to herein;
- 6.2.2 no limit on its powers will be exceeded as a result of the borrowing or giving of indemnities contemplated by the Finance Documents to which it is a party;
- 6.2.3 all signatories who have or will sign this Deed and the Finance Documents are duly authorised to do so;

6.3 Security ranking

under the laws of Kenya the claims of EBL against it under the Finance Documents rank at least pari passu with the claims of all its other unsecured creditors save those whose claims are preferred solely by any bankruptcy, insolvency or other similar laws of general application;

6.4 Authorisations

all acts, conditions, authorisations and other things required to be done, fulfilled and performed by it in order:

- 6.4.1 to enable it lawfully to enter into, exercise its rights under and perform and comply with the obligations expressed to be assumed by it in the Finance Documents;
- 6.4.2 to ensure that the obligations expressed to be assumed by it in the Finance Documents are legal, valid and binding; and
- 6.4.3 to make the Finance Documents admissible in evidence in Kenya,

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have been done, fulfilled and performed and are in full force and effect;

6.5 Legal validity

the obligations expressed to be assumed by it in the Finance Documents are legal, valid, binding and enforceable obligations binding on it in accordance with the terms of the Finance Documents;

6.6 Solvency

it is able to pay its debts as they fall due, has not admitted its inability to pay its debts as they fall due, has not commenced negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness, and has not made a general assignment for the benefit of, or a composition with, its creditors;

6.7 Moratorium

no moratorium has come into effect in respect of any its indebtedness;

6.8 No default

to the best of the Borrowers knowledge and belief, after having made due and careful enquiry, no Event of Default is outstanding, nor is any other event outstanding which constitutes (or with the giving of notice, lapse of time, determination of materiality or the fulfilment of any other applicable condition or any combination of the foregoing, might constitute) a default under any document which is binding on it, or on any of its revenues or assets to an extent or in a manner which might have a Material Adverse Effect on it;

6.9 Non-conflict

it does not require the consent, approval or authority of any other person to enter into or perform its obligations under the Finance Documents and its entry into and performance of, and the transactions contemplated by, the Finance Documents will not:

- 6.9.1 constitute any breach of, or default under, any contractual, governmental or public obligation binding upon it;
- 6.9.2 conflict any laws of Kenya; nor
- result in the creation or imposition of (or enforceability of) any Security Interest on the whole or any part of its undertaking or assets pursuant to the provisions of any agreement or documents;

6.10 <u>Litigation</u>

to the best of the Borrower's knowledge and belief, and save as otherwise disclosed in writing by the Borrower to the Bank prior to the date of the Finance Documents, no action, arbitration or administrative proceeding of or before any court, tribunal or agency is current, pending or threatened which might, if adversely determined, have a Material Adverse Effect in relation to it;

6.11 No undisclosed Security Interest

save as disclosed to the Bank in writing before the date of the Finance Documents, no Security



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Interest exists over all or any of the present or future revenues or assets of it;

6.12 Other information

all of the written information supplied by or on behalf of the Borrower to the Bank is true, complete and accurate in all material respects;

6.13 Future Security Interest

except as contemplated by the Finance Documents, the execution of the Finance Documents by it and its exercise of the rights and performance of its obligations hereunder will not result in the existence of or oblige it to create any Security Interest over all or any of its present or future revenues or assets;

6.14 Deduction of Tax

- 6.14.1 it is not required to make any deduction for or on account of Tax from any payment it may make under any Finance Document;
- 6.14.2 interest and fees payable by it under the Finance Documents will be exempt from Tax in the Republic of Kenya;

6.15 No filing or stamp taxes

under the law of the Republic of Kenya it is not necessary that any of the Finance Documents be filed, recorded or enrolled with any court or other authority in that jurisdiction, or that any stamp, registration or similar tax be paid on or in relation to any of the Finance Documents or any of the transactions contemplated by the Finance Documents;

6.16 No Immunity

- 6.16.1 the Borrower is subject to civil and commercial law with respect to its obligations under the Finance Documents to which it is a party;
- 6.16.2 in any proceedings taken for the enforcement of any judgment it will not be entitled to claim for itself or any of its assets immunity from suit, execution, attachment or other legal process;

6.17 Private and commercial acts

its execution of this Deed and the Finance Documents constitutes, and its exercise of its rights and performance of its obligations hereunder will constitute, private and commercial acts done and performed for private and commercial purposes; and

6.18 Other circumstances

it is not aware of any facts or circumstances that have not been disclosed to the Bank which might have a Material Adverse Effect in relation to it.

7. FURTHER ASSURANCES

EBL agrees to execute and deliver to KCB any and all instruments and to issue and deliver such notices and procure such consents and acknowledgments as shall be necessary or as KCB may deem reasonably advisable to perfect the assignment herein contained. In particular, but without limitation, KCB shall, promptly after the execution hereof, execute or, as the case may be, procure



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the execution and delivery of, all notices, acknowledgments, agreements and other documents required by KCB.

ASSIGNMENT OF RIGHTS

- 8.1 This Assignment shall be binding upon and enure to the benefit of each party to this Assignment and its successors and permitted assigns but neither party may assign its rights under the Finance Documents without the prior written consent of the other party.
- FEES, COSTS AND EXPENSES
- 9.1 Upon execution of this Deed, the Borrower shall pay to KCB a negotiation fee of 1% of the amount outstanding under the Facility Agreement.
- 9.2 The Borrower agrees to be responsible for its own and each of EBL's and KCB's expenses (including legal, printing and out-of-pocket expenses) in connection with the negotiation, preparation and execution of this Assignment.
- 9.3 The Borrower shall pay all stamp duty and documentation, registration or other like duties and taxes, if any, from time to time imposed on or in connection with this Assignment.

10. COMMUNICATIONS

- 10.1 Every notice, demand or other communication under this Assignment shall be in writing and may be delivered personally or by letter despatched as follows:
 - 10.1.1 if to EBL, to the following address:

Equity Bank Limited
Equity Centre,
Hospital Road,
Upper Hill.
P.O.Box 75104-00200,
Nairobi, Kenya
Attention: The Company Secretary

10.1.2 if to KCB, to the following address:

Kenya Commercial Bank Limited CORPORATE BANKING Kencom House, 6th Floor P.O. Box 48400-00100, Nairobi, Kenya Attention: Unit Head, Corporate Banking

10.1.3 if to the Borrower, to the following address:

County Government of Nairobi City County, City Hall P.O. Box 30075 – 00100Nairobi, Kenya Attention: County Executive Member for Finance

or to such other address number as may be notified in accordance with this Clause by the relevant party to the other party for such purpose.

10.2 Every notice, demand or other communication shall be deemed to have been received if sent by



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post, 5 Business Days after despatch and, if delivered personally, at the time of delivery or despatch if during normal business hours in the place of intended receipt on a Business Day in that place and otherwise at the opening of business in that place on the next succeeding Business Day.

11. COUNTERPARTS

This Assignment may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Assignment.

12. GOVERNING LAW

- 12.1 This Assignment shall be governed by, and construed in accordance with, Kenyan law.
- 12.2 In relation to any dispute arising out of or in connection with this Assignment, each of the parties hereto hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Kenya and waives any objection to proceedings with respect to this Assignment in such courts on the grounds of venue or inconvenient forum.

IN WITNESS WHEREOF this Assignment has been duly executed by the parties the day and year first hereinbefore written.



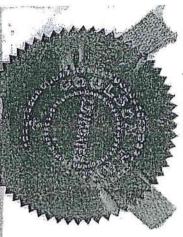


EBL SIGNED, SEALED AND DELIVERED AS A DEED) Elizaben Garlia for and on behalf of Equity Bank Limited in the presence of: MAURETH MILLERA-OGO P. O. BOX 57687 60200 Gorand Warus MAIROBI KCB SIGNED, SEALED AND DELIVERED AS A DEED) FOR: KENYA COMMERCIAL BANK LTD. by John Som for and on behalf of Kenya Commercial Bank Limited SECURITIES AND DOCUMENTATION CENTRE in the presence of: ANNE NYONGESA MWANGI ADVOCATE AND COMMISSIONERS SEVERTIES & DOLUMENTATION CENTER P. O. BOX 48400 - 00 150 COUNTY EXECUTIVE MEMBER FINANCE & ECONOMIC PLANNING **CGN** NAIROBI CITY COUNTY SIGNED, SEALED AND DELIVERED AS A DEED) by the County Executive Member for Finance For and on behalf of COUNTY GOVERNMENT OF NAIROBI CITY COUNTY County Secretary and in the presence of: Head of County Public Service County secretary Nairobi City County P. O. Box 30075 - 00100

> Drawn by: Couldon Harney Advocates P O Box 10643-00100 Nairobi, Kenya

NAIROBI.





DEED OF VARIATION OF THE TERM LOAN FACILITY LETTER

DATED 10th September 2014

between

COUNTY GOVERNMENT OF NAIROBI CITY COUNTY

and

KENYA COMMERCIAL BANK LIMITED

DEED OF VARIATION OF TERM LOAN FACILITY

of

Kenya Shillings five billion (as repaid in part)



THIS DEED OF VARIATION is made the BETWEEN:

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(1) COUNTY GOVERNMENT OF NAIROBI CITY COUNTY, of P.O. Box 30075 – 00100 (the "Borrower"); and

(2) KENYA COMMERCIAL BANK LIMITED a limited liability company registered under the Companies Act (Chapter 486 of the laws of Kenya) and duly licensed to operate as a bank pursuant to the provisions of the Banking Act (Chapter 488 of the laws of Kenya) and of P.O. Box 48400, Nairobi-00100, Kenya (the "Bank").

WHEREAS

- A. CITY COUNCIL OF NAIROBI a body corporate whose address was P O Box 30075 Nairobig 00100 (the "CCN") and Equity Bank Limited ("EBL") entered into a term loan facility letter dated 30th March 2011 pursuant to which EBL had made available to CCN a term loan facility of Kenya Shillings five billion upon the terms therein contained (the "Facility Letter").
- B. As security for its obligations under the Facility Letter CCN granted to EBL a charge over the rates and revenues dated 23rd June 2011 (the "Security Document")
- By virtue of section 58 of the Urban Areas and Cities Act, the Facility Letter vested in the CGN.
- D. Pursuant to way of a deed of assignment on or about the date hereof (the "Deed of Assignment"), EBL has assigned all its rights, benefits, obligations, title and interest in the Facility Letter to KCB. At the request of the Borrower, KCB paid to EBL the amounts due to EBL under the Deed of Assignment on the Effective Date (as defined in the Deed of Assignment).
- E. The parties now wish to enter into this Deed of Variation to amend and vary the terms of the Facility Letter upon and subject to the terms and conditions of this Deed of Variation.
- F. It is intended that this Deed of Variation takes effect as a deed notwithstanding that one or more of the parties may only execute this Deed of Variation under hand.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

For all purposes of this Deed of Variation, capitalised terms used, but not otherwise defined, herein shall have the meanings, or, as the case may be, constructions, given to them in the Facility Letter and the Deed of Assignment. Additionally, the principals of construction and interpretation set forth in clause 1 (Interpretation) of the Facility Letter shall apply to this Deed of Variation, mutatis mutandis.

2. AMENDMENTS TO THE FACILITY LETTER

- 2.1 The Facility Letter shall be, and hereby is, amended as set out in this Clause 2 with effect on and from the date of this Deed of Variation.
- 2.2 The definition of the term "Bank" in Clause 1.1 (*Definitions*) of the Facility Letter shall be, and hereby is, amended by amending and restating such definition in its entirety as follows:



2.2.1	"Bank" means Kenya Commercial Bank Limited whose address is P.O. Box 48400-00100, Nairobi and includes its successors or assignees (whether immediate or derivative);
2.3	The definition of the term "Borrower" in Clause 1.3 (Definitions) of the Facility Letter shall be, and hereby is, amended by amending and restating such definition in its entirety as follows:
	"Borrower" means the County Government of the Nairobi City County whose address is care of P.O. Box No. 30075-00100, Nairobi and shall include its successors in title.
2.4	Clause 1 (Definitions) of the Facility Letter shall be, and hereby is, amended by inserting:
2.4.1	before the definitions of "the Bank", the following new term and definition: "Annual Budget Statement" means the budget statement of the Borrower which is approved by the County Assembly of the County of Nairobi each year, and shall include any supplementary budget statement so approved.
2.4.2	between the definitions of "Facility" and "LATF", the following new terms and definitions:
	"Finance Document" means this letter, and security document created pursuant to this letter and any other document designated as a Finance Document by the Bank;
*	"Interest Rate" shall mean the prevailing Kenya Shilling base lending rate of the Bank from time to time less four per cent (4%) per annum subject to a minimum rate of thirteen per cent (13%) per annum,
	and all sub-clause numbers in clause 1 be renumbered accordingly.
2.5	Clause 4.1.2 of the Facility Letter shall be and hereby is amended by deleting it in its entirety and replacing it with the following:
	"Subject to the above condition, the Bank may at its sole discretion accept repayment of the Facility in accordance with the repayment schedule set out in the Schedule hereto, it being agreed that the parties may mutually agree to amend the repayment schedule at any time."
2.6	Clause 5.1 (Interest) of the Facility Letter shall be, and hereby is, amended by deleting the word "at the rate of 10% p.a" in the first line, and replacing them with "the Interest Rate".
2.7	The Facility Letter shall be, and hereby is, amended by adding the following new paragraph as paragraph 5.7
	If an interest payment date falls on a day which is not a Business Day then that interest payment date will instead be the next Business Day
2.8	Clause 7.5 (Other Conditions) of the Facility Letter shall be, and hereby is, amended by deleting all references to "Equity Bank Limited" in that clause and substituting them with "Kenya Commercial Bank Limited".
2.9	The following new clauses be added after clause 10.1.8 of the Facility Letter:
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"10.1.9 INFORMATION UNDERTAKINGS

(a) Annual Budget Statements

- (i) The Borrower shall supply to the Bank as soon as the same become available, but in any event within the earlier of (a) thirty (30) days of submission to the County Assembly and (b) ninety (90) days of the end of its fiscal year, its Annual Budget Statement approved by the County Assembly.
- (ii) The Borrower shall supply to the Bank as soon as the same become available but in any event within the earlier of (a) thirty (30) days of submission to County Assembly and (b) ninety (90) days of the end of its fiscal year, the medium term debt strategy containing the borrowing plan of the Republic of Kenya.
- (iii) All financial reporting shall be on the basis of relevant laws and regulations that apply to the Borrower and the Republic of Kenya. The Borrower shall promptly notify the Bank of any material changes in the manner in which the Annual Budget Statement is calculated or presented from the date of the last Annual Budget Statement provided to the Bank.

(b) Accounts

The Borrower shall supply to the Bank its annual financial statements prepared in accordance with Section 163 of the Public Finance Management Act 2012, no later than four (4) months after the end of each financial year.

(c) Information: miscellaneous

. The Borrower shall supply to the Bank:

- (i) all documents dispatched by the Borrower to its creditors generally at the same time as they are dispatched;
- (ii) promptly upon becoming aware of them, a copy of any law, decree or regulation that would, if enforced, have a material adverse change that in the opinion of the Bank affects the ability of the Borrower to continue to perform its obligations under the Finance Documents.
- (iii) promptly, notification of any change in authorised signatories of accounts held with the Bank accompanied by new specimen signatures;
- (iv) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against the Borrower, and which if adversely determined, might reasonably be expected to have a material adverse change that in the opinion of the Bank affects the ability of the Borrower to continue to perform its obligations under the Finance Documents; and
- (v) promptly, such further information regarding the financial condition, operations and prospects of the Borrower as the Bank may reasonably request.

(d) Notification of default

- (i) The Borrower shall notify the Bank of:
 - any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence; and
 - B. any Security, other than security already granted by the Borrower to the Bank (as assignee of the said security from Equity Bank Limited), being



created over or against any of the assets of the Borrower.

(ii) Promptly upon a request by the Bank, the Borrower shall supply to the Bank a certificate signed by a duly authorised person certifying that no Default and that none of the other events referred to in Clause 16 is continuing (or if a Default or any of those events is continuing, specifying the event and the steps, if any, being taken to remedy it)

10.1.10. Undertakings

(a) The Borrower undertakes with the Bank that for so long as any amount is or may be outstanding under this Facility Letter, it shall:

(i) <u>Financial Obligations</u>

ensure that all its obligations under the Finance Documents at all times rank at least pari passu with all its other present and future unsecured and unsubordinated financing indebtedness;

(ii) Events of Default and Potential Events of Default

promptly inform the Bank of the occurrence of any Event of Default or any potential Event of Default and, upon receipt of a written request to that effect from the Bank, confirm to the Bank that, save as previously notified to the Bank or as notified in that confirmation, no such event has occurred;

(iii) Compliance with laws, etc.

Comply in all respects with all laws and regulations (including but not limited to the constitution of the Republic of Kenya) to which it may be subject, if failure so to comply would materially impair its ability to perform its obligations under the Finance Documents to which it is a party;

(iv) Primary Banker and payment of revenues and receivables through the accounts with the Bank

during the subsistence of the Facility, appoint and employ the Bank as the Primary banker of the Borrower and pay all its revenues (including, without limitation, any rates, charges, fees, levies imposed by the Borrower) and receivables into bank accounts opened or to be opened in the name of the Borrower as the Bank may from time to time direct and all expenses incurred by the Bank in acting as such banker of the Borrower as aforesaid shall be debited to the Borrower;

(v) Further documents

at the request of the Bank, do or procure the doing of all such things and execute or procure the execution of all such documents as are, in the reasonable opinion of the Bank, necessary or desirable to ensure that the Bank obtains all the rights and benefits intended to be conferred on it under the Finance Documents;

(vi) Loans and Guarantees

not make any loans or grant any credit to or for the benefit of any person, other than in the normal course of its governmental activities, as permitted by law and as provided for in the Annual Budget Statements; and

The section headed "Review Date" at Page 15 of the Schedule to the Facility Letter

A

2.10

shall be, and hereby is, amended by deleting the words "annual from the date of disbursement" and replacing them with "on 31st March annually".

2.11 The section headed "Tenor/Repayment Loan" at Page 15 of the Schedule to the Facility Letter shall be, and hereby is, amended by deleting the table in that section in its entirety and replacing it with the following:

"Tenor: A further Eight (8) years from the date of the Effective Date.

Repayment: The principal amount of Kenya Shillings three billion three hundred million (K.Shs 3,300,000,000/=) being the principal amount outstanding as at the Effective Date, shall be repaid in by the Borrower by ninety three (93) equal monthly instalments, the first of such instalments to be paid on the last Business Day next following the date of expiry of a grace period of three (3) months from the Effective Date, and each subsequent instalment to be paid on the last Business Day of every month thereafter (or if such day is not a Business Day, then on the preceding Business Day). On the termination date, all outstanding Advances and other sums (if any) then owing under this Agreement shall in any event be repaid or paid in full". For the avoidance of doubt, interest will be payable as set out in the Facility Letter (as varied), at all times, including during any grace period."

2.12 The section headed "Interest Rates" at Page 16 of the Schedule to the Facility Letter shall be, and hereby is, amended by deleting the words "10% per month" in the first line and replacing them with "the Interest Rate").

3. THE BANKS GENERAL TERMS AND CONDITIONS

The Borrower and the Bank agree that the facility under the Facility Letter shall be governed by the Facility Letter (as varied) and the Bank's general terms and conditions (the "Conditions") (annexed hereto), which Conditions shall be deemed to be incorporated into the Facility Letter as if they were reproduced therein. In the event that there is any conflict between the covenants, agreements, conditions, restrictions, stipulations and provisions in the Facility Letter (as varied hereby) and those contained in the Conditions or such other document or letter the covenants, agreements, conditions, restrictions stipulations and provisions contained in the Facility Letter (as varied hereby) shall prevail.

4. REPRESENTATIONS AND WARRANTIES

The Borrower hereby represents and warrants that each of the representations and warranties in the Deed of Assignment and the Facility Letter shall be, and hereby is, restated as of the date of this Deed of Variation and, as applicable, shall apply to this Deed of Variation and to the Facility Letter as amended hereby.

5. MISCELLANEOUS

The provisions of the Facility Letter and the Security Document shall, save as amended or varied in this Deed of Variation, continue in full force and effect, and shall be read and construed with this Deed of Variation.

GOVERNING LAW AND DISPUTE RESOLUTION

6.1 Governing law

This Deed and the Facility Letter is governed by Kenyan law.



6.2 Dispute Resolution

- In the event of any dispute arising out of or in connection with the Finance Documents, the parties agree to negotiate in good faith to try to resolve such disputes. In the event that the parties have not resolved the dispute within fourteen (14) days of the dispute arising, the dispute shall be referred to and finally resolved by arbitration in Kenya in accordance with the provisions of the Arbitration Act, 1995 of the Laws of Kenya by one or more arbitrators appointed by the Chairman for the time being of the Chartered Institute of Arbitration, Kenya Branch, on the application of a party. The language of the arbitration shall be English. Each party shall bear its own cost of preparing and presenting its case. The costs of arbitration (including fees and expenses of the arbitrators) shall be shared equally between the parties unless the award provides otherwise.
- 6.2.2 The decisions of the arbitrator shall be final and binding upon the parties to the fullest extent permissible by law subject to Part VI of the Arbitration Act (No. 4 of 1995) Revised 2012.
- 6.2.3 The terms of this Deed shall not prevent or delay the parties from seeking orders for specific performance or interim or final injunctive relief on a without notice basis or otherwise and the terms of clause 6.2.1 shall not apply to any circumstances where such remedies are sought.

IN WITNESS WHEREOF this Deed of Variation has been duly executed by the parties the day and year first hereinbefore written.



COUNTY EXECUTIVE MEMBER FINANCE & ECONOMIC PLANNING NAIROBI CITY COUNTY

The Borrower

SIGNED, SEALED, DELIVERED by the County Executive Member for Finance For and on behalf of COUNTY GOVERNMENT OF NAIROBI CITY COUNTY

In the presence of: County Secretary

Notice Details:

Address: County Government of Nairobi City County, City Hall P.O. Box 30075 - 00100 Nairobi, Kenya Attention: County Executive Member for Finance

The Bank

SIGNED, SEALED, DELIVERED by

for and on behalf of

Kenya Commercial Bank Limited

OF:
ANNE NYONGESA MWANGI
ANNE NYONGESA MWANGI
ANNE NYONGESA MWANGI
FOR OATHS
FOR OATHS
P. O. BOX 48400 - 00100
NAIROBI In the presence of:

Notice Details:

Kenya Commercial Bank Limited CORPORATE BANKING

Kencom House, 6th Floor

P.O. Box 48400-00100, Nairobi, Kenya

Attention: Unit Head, Corporate Banking

County Secretary and Head of County Public Servic Nairobi City County P. O. Box 30075 CC100 NAIRC:

Drawn by: Couldon Harney Advocates PO Box 10643-00100 Nairobi, Kenya BANK RECONCILIATIONS

ANN EX 1

Bank reconciliation schedules

Schedules of bank reconciliation financial year 2016/2017 for all county accounts classified as main active accounts dormant , and other bank accounts $\frac{1}{2}$

Counties main bank accounts

Central bank accounts	A COOLINIT AUGUSTON	RECONCILLED BALANCES
Central Bank of Kenya revenue account	ACCOUNT NUMBER	30.6.2017 191,921,490.00
	1000171863 1000171502	
2. Central Bank of Kenya recurrent account		4,665,484.00
3. Central bank of Kenya development account	1000171413	11,114,482.00
Central bank of Kenya KRB RMLR ACCOUNT	1000248106	743,006.00
Cooperative bank of Kenya accounts	1 4444000000000000000000000000000000000	6 706 004 00
5. Cooperative bank revenue account	1141232396600	
6. Cooperative bank imprest account	1141232396601	
7. Cooperative bank development account	1141232396602	471,111.00
8. Cooperative bank solid waste management account	1141232396606	
9. Cooperative bank Kenya roads board account	1141232396604	24,827,964.00
Kenya commercial bank		
10. Kenya commercial bank trust fund account	1149229667	
11. Kenya commercial bank recurrent account	1159076065	3,790,179.00
Equity bank		
12. Equity bank general collection revenue account	81027158663	256,092.00
13. National bank of Kenya pumwani hospital account	102100895400	9,967,661.00
14. National bank of Kenya mbagathi hospital account number		
15. National bank of Kenya Mama lucy Hospital account	1001031663101	
		30,460,569,00
16 National hank of Kenya emergency Fund account	1001091113700	
16. National bank of Kenya emergency Fund account	1001091113700	1,622,398.00
17 national bank mutuini hospital a/c	102100895400	1,622,398.00 14,514.00
17 national bank mutuini hospital a/c 18.Coperative bank waithaka technical account	102100895400 1141232396600	1,622,398.00 14,514.00
17 national bank mutuini hospital a/c	102100895400	1,622,398.00 14,514.00 61,471.00
17 national bank mutuini hospital a/c 18.Coperative bank waithaka technical account 19.Chase bank Nairobi Ward development fund account 20.Cooperative bank Nairobi Liquor control Board account	102100895400 1141232396600 821200378001 1141230914900	1,622,398.00 14,514.00 61,471.00
17 national bank mutuini hospital a/c 18.Coperative bank waithaka technical account 19.Chase bank Nairobi Ward development fund account	102100895400 1141232396600 821200378001 1141230914900	1,622,398.00 14,514.00 61,471.00
17 national bank mutuini hospital a/c 18.Coperative bank waithaka technical account 19.Chase bank Nairobi Ward development fund account 20.Cooperative bank Nairobi Liquor control Board account Dormant Accounts or accounts with few transactions and oth which are used as need arises	102100895400 1141232396600 821200378001 1141230914900	1,622,398.00 14,514.00 61,471.00
17 national bank mutuini hospital a/c 18.Coperative bank waithaka technical account 19.Chase bank Nairobi Ward development fund account 20.Cooperative bank Nairobi Liquor control Board account Dormant Accounts or accounts with few transactions and oth which are used as need arises 21.Equity bank account	102100895400 1141232396600 821200378001 1141230914900 ers	1,622,398.00 14,514.00 61,471.00
17 national bank mutuini hospital a/c 18.Coperative bank waithaka technical account 19.Chase bank Nairobi Ward development fund account 20.Cooperative bank Nairobi Liquor control Board account Dormant Accounts or accounts with few transactions and oth which are used as need arises 21.Equity bank account 22. Cooperative bank govorners ball account	102100895400 1141232396600 821200378001 1141230914900 ers	1,622,398.00 14,514.00 61,471.00 - - 11,112.00
17 national bank mutuini hospital a/c 18.Coperative bank waithaka technical account 19.Chase bank Nairobi Ward development fund account 20.Cooperative bank Nairobi Liquor control Board account Dormant Accounts or accounts with few transactions and oth which are used as need arises 21.Equity bank account 22. Cooperative bank govorners ball account 23. Cooperative bank private sector fund account	102100895400 1141232396600 821200378001 1141230914900 ers 810263520904 1141232396603 1141232396605	1,622,398.00 14,514.00 61,471.00 11,112.00
17 national bank mutuini hospital a/c 18.Coperative bank waithaka technical account 19.Chase bank Nairobi Ward development fund account 20.Cooperative bank Nairobi Liquor control Board account Dormant Accounts or accounts with few transactions and oth which are used as need arises 21.Equity bank account 22. Cooperative bank govorners ball account 23. Cooperative bank private sector fund account 24. Cooperative bank Afri Asia Economic partnership account	102100895400 1141232396600 821200378001 1141230914900 ers 810263520904 1141232396603 1141232396605	1,622,398.00 14,514.00 61,471.00 11,112.00
17 national bank mutuini hospital a/c 18.Coperative bank waithaka technical account 19.Chase bank Nairobi Ward development fund account 20.Cooperative bank Nairobi Liquor control Board account Dormant Accounts or accounts with few transactions and oth which are used as need arises 21.Equity bank account 22. Cooperative bank govorners ball account 23. Cooperative bank private sector fund account 24. Cooperative bank Afri Asia Economic partnership account	102100895400 1141232396600 821200378001 1141230914900 ers 810263520904 1141232396603 1141232396605 1141232396602 1150232396600	1,622,398.00 14,514.00 61,471.00 11,112.00 765,307.00
17 national bank mutuini hospital a/c 18.Coperative bank waithaka technical account 19.Chase bank Nairobi Ward development fund account 20.Cooperative bank Nairobi Liquor control Board account Dormant Accounts or accounts with few transactions and oth which are used as need arises 21.Equity bank account 22. Cooperative bank govorners ball account 23. Cooperative bank private sector fund account 24. Cooperative bank Afri Asia Economic partnership account 25. Cooperative bank loan call account	102100895400 1141232396600 821200378001 1141230914900 ers 810263520904 1141232396603 1141232396605 1141232396600 1150005723622	1,622,398.00 14,514.00 61,471.00 11,112.00 765,307.00 24,625,189.00
17 national bank mutuini hospital a/c 18.Coperative bank waithaka technical account 19.Chase bank Nairobi Ward development fund account 20.Cooperative bank Nairobi Liquor control Board account Dormant Accounts or accounts with few transactions and oth which are used as need arises 21.Equity bank account 22. Cooperative bank govorners ball account 23. Cooperative bank private sector fund account 24. Cooperative bank Afri Asia Economic partnership account 25. Cooperative bank loan call account 26. Cooperative bank loan call account 27. Cooperative bank loan call account	102100895400 1141232396600 821200378001 1141230914900 ers 810263520904 1141232396603 1141232396605 1141232396600 115005723622 115005723623	1,622,398.00 14,514.00 61,471.00 11,112.00 765,307.00 24,625,189.00 38,007,005.00
17 national bank mutuini hospital a/c 18.Coperative bank waithaka technical account 19.Chase bank Nairobi Ward development fund account 20.Cooperative bank Nairobi Liquor control Board account Dormant Accounts or accounts with few transactions and oth which are used as need arises 21.Equity bank account 22. Cooperative bank govorners ball account 23. Cooperative bank private sector fund account 24. Cooperative bank Afri Asia Economic partnership account 25. Cooperative bank loan call account 26. Cooperative bank loan call account 27. Cooperative bank loan call account 28. National bank City County account recurrent account	102100895400 1141232396600 821200378001 1141230914900 ers 810263520904 1141232396603 1141232396605 1141232396600 115005723622 115005723623 1001067824200	1,622,398.00 14,514.00 61,471.00 11,112.00 765,307.00 24,625,189.00 38,007,005.00
17 national bank mutuini hospital a/c 18.Coperative bank waithaka technical account 19.Chase bank Nairobi Ward development fund account 20.Cooperative bank Nairobi Liquor control Board account Dormant Accounts or accounts with few transactions and oth which are used as need arises 21.Equity bank account 22. Cooperative bank govorners ball account 23. Cooperative bank private sector fund account 24. Cooperative bank Afri Asia Economic partnership account 25. Cooperative bank loan call account 26. Cooperative bank loan call account 27. Cooperative bank loan call account	102100895400 1141232396600 821200378001 1141230914900 ers 810263520904 1141232396603 1141232396605 1141232396600 115005723622 115005723623	1,622,398.00 14,514.00 61,471.00 11,112.00 765,307.00 24,625,189.00 38,007,005.00

BANK RECONCILIATION

CBK REVENUE A/C 1000171863

		Sh	s. Shs.
Balan	ce as per Bank Certificate		259,528,989
	d 1. Payments in Cash Book recorded in Bank Statem (Unpresented Cheques)		
	2. Receipts in Bank State not yet recorded in the ca		39.60
less	3. Payments in Bank Sta not yet Recorded in Cash	Book	
		1164600000	.60
	4. Receipts in Cash Book recorded in Bank Statemer	- '	259,528,989
	Bank balance as per	cash book	
and	ify that I have verified t that the above reconcilionared By:		
and	that the above reconcilion		Book with the Bank Statemer
and Prep	that the above reconcilion	ation is correct.	

BANK RECONCILIATION

CBK RECURRENT A/C 1000171502

As at30 TH JUNE		2017. Station:	Nairobi City
Balance as per Bank Certificate 1. Payments in Cash Book	not yet		4,665,484.05
recorded in Bank Stateme (Unpresented Cheques)		0	
Receipts in Bank Stater not yet recorded in the cas		1,177,584,654.75	
less 3. Payments in Bank State not yet Recorded in Cash B		1,172,919,170.7	
4. Receipts in Cash Book recorded in Bank Statemen		0	
Bank balance as per o	cash book	46	65484.05
I certify that I have verified the and that the above reconciliate Prepared By:		e in the Cash Book wit	h the Bank Statement
Signature	Desig	nation	Date
Supervisor:			
Signature	Desig	nation	Date

BANK RECONCILIATION

CBK DEV A/C 1000171413

As at30 TH JUNE					
City Hall					
Balance as per Bank Certificate Less:				21,811,824.5	
 Payments in Cash Boo recorded in Bank Statemer (Unpresented Cheques) 		_			
2. Receipts in Bank State not yet recorded in the ca		81,138,953.45			
Add: 3. Payments in Bank Star not yet Recorded in Cash I		59,327,128.8			
not yet Recorded in Casii i	300K	0			
 Receipts in Cash Book recorded in Bank Statemer 		0			
Bank balance as per casl	h book			21,811,824.5	
I certify that I have verified the Bank Balance in the Cash Book with the Bank Statement and that the above reconciliation is correct. Prepared By:					
Signature	 Desig	gnation		 Date	
Supervisor:					
Signature	Desig	gnation		Date	

BANK RECONCILIATION

COOP OPERATIONS A/C 01141232396601

As at City I	30 ^{тн} JUNE Hall		2017Station:	Nairobi C	City County,
Balance as per Bank Certificate		1		I	(891961441)
Less:	Payments in Cash Book recorded in Bank Statemen (Unpresented Cheques)	20	1,053,098,522		
	Receipts in Bank Statem not yet recorded in the cash	No. of the Control of	2,174,717,744		
			(4119777707)		
Add:	3. Payments in Bank States not yet Recorded in Cash Bo				
	not yet kecorded in Cash Bo	OK	NIL		
	4. Receipts in Cash Book no recorded in Bank Statement	1000	NIL		
	Bank balance as per ca	ash book			(891961441)
and t	fy that I have verified the hat the above reconciliation ared By:		e in the Cash Book w	ith the Ba	nk Statement
	Signature	Desig	nation		Date
Supe	rvisor:				
	Signature	Desig	nation		Date

BANK RECONCILIATION

REVENUE A/C 01141232396600

	Hall			
,			Shs.	Shs.
Balanc	e as per Bank Certificate			6,786,981.02
Ado	Payments in Cash Book recorded in Bank Statem (Unpresented Cheques) Receipts in Bank State not yet recorded in the case.	ent	0 20,1445,104.12	
	not yet recorded in the co	2011 200111111	0	
less	3. Payments in Bank Sta not yet Recorded in Cash		194,658,123.10	
	4. Receipts in Cash Book recorded in Bank Stateme			6,786,981.02
	Bank balance as per	cash book		
and t	fy that I have verified that the above reconcilionared By:		ce in the Cash Book w	ith the Bank Statement
and t	hat the above reconcilio	ntion is correct.	ce in the Cash Book w	ith the Bank Statement Date
Prepa	hat the above reconcilion	ntion is correct.		

BANK RECONCILIATION

EQUITY GENERAL COLLECTION A/C 081026353520904

As at	30 TH JUNE		2017Stati	on: Nairobi C	city County,
City I	Hall				
	e as per Bank Certificate				-11112.10
Less:	Payments in Cash Book recorded in Bank Statemen (Unpresented Cheques)	not yet t	NIL		
	Receipts in Bank Statem not yet recorded in the cast	ent n Book	3,211,112.1		
Add:	3. Payments in Bank State not yet Recorded in Cash Bo	ment			
	not yet recorded in Cash Bo	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	3,200,000		
	 Receipts in Cash Book r recorded in Bank Statement 	ot yet	NIL		
	Bank balance as per c	ash book			-11112.1
and	tify that I have verified the that the above reconciliate ared By: Signature	ion is correct	nce in the Cash Boo		ank Statement
Sup	ervisor:				
	Signature	De	signation		Date

BANK RECONCILIATION

COOP SOLID WASTE MGT A/C 01141232396606

As at City	30 TH JUNE Hall		2017 Station: Na	irobi City County,
			Shs.	Shs.
	ce as per Bank Certificate 1. Payments in Cash Book n recorded in Bank Statemen	(5)	45,352,461	1,600,305
	(Unpresented Cheques)			
	Receipts in Bank Statem not yet recorded in the cash		125,307,643	
less	3. Payments in Bank Stater not yet Recorded in Cash Bo		(169,059,799)	
	4. Receipts in Cash Book n recorded in Bank Statement		0	
	Bank balance as per ca	ash book		1,600,305
	ify that I have verified the hat the above reconciliati		e in the Cash Book with	the Bank Statement
Prepa	ared By:			
	Signature	Desig	nation	Date
Supe	rvisor:			
	Signature	Desig	nation	Date

BANK RECONCILIATION

NBK EMERGENCY FUND A/C 1001091113700

As at City	30 TH JUNE Hall		2017 Station: Na	irobi City County,
			Shs.	Shs.
D 1	P 1 0 4'5-4			1,622,398
Balanc	ce as per Bank Certificate			
Ado	 Payments in Cash Book r recorded in Bank Statemer (Unpresented Cheques) 		0	
	2. Receipts in Bank Statem not yet recorded in the cas		1,623,498	
less	3. Payments in Bank State not yet Recorded in Cash Bo		1,100	
	4. Receipts in Cash Book n	10 C 10 T 10 C 10 C 10 C 10 C 10 C 10 C	0	
	Bank balance as per c			1,622,398
	ify that I have verified the hat the above reconciliati		e in the Cash Book with	the Bank Statement
Prep	ared By:			
	Signature	Desig	nation	Date
Supe	rvisor:			
	Signature	Desig	nation	Date

BANK RECONCILIATION

KCB TRUST A/C 1149229667

As at City	30 th JUNE Hall		2017 Station:	Nairobi	City County,
			Shs.	T	Shs.
Baland	ce as per Bank Certificate				28,822,195
Ade	d 1. Payments in Cash Book recorded in Bank Statemer (Unpresented Cheques)		0		
	2. Receipts in Bank Staten not yet recorded in the cas		29,822,195		
less	3. Payments in Bank State not yet Recorded in Cash Be		1,000,000		
			0		
	4. Receipts in Cash Book recorded in Bank Statement				28,822,195
	Bank balance as per cash book I certify that I have verified the Bank Balance in the Cash Book with the Bank Statement				
	that the above reconciliat ared By:	ion is correct.			
	•				
*********	Signature	Desig	gnation		Date
Supe	rvisor:				
	Signature	Desig	gnation	***************************************	Date

BANK RECONCILIATION

GOVERNORS BALL A/C 01141232396603

As at30 TH JUNE City Hall		2017 Station: Nairo	bi City County,
		Shs.	Shs.
Balance as per Bank Certificate Add 1. Payments in Cash Book not yet			NIL
recorded in Bank Stateme (Unpresented Cheques)	ent	NIL	
Receipts in Bank State not yet recorded in the ca		1083879	
less 3. Payments in Bank Stat not yet Recorded in Cash F		1083879	-
4. Receipts in Cash Book recorded in Bank Statemer		NIL	
Bank balance as per	cash book		NIL
I certify that I have verified the and that the above reconcilia		e in the Cash Book with the	e Bank Statement
Prepared By:			
Signature	Desig	mation	Date
Supervisor:			
Signature	Desig	mation	Date

BANK RECONCILIATION

CALL DEPOSIT A/C 01141232396605

As at30 TH JUN City Hall	VE	2017 Station: Nair	obi City County,
		Shs.	Shs.
Balance as per Bank Certifi	cate		0
Add 1. Payments in Cas recorded in Bank (Unpresented Che	Statement	0 4,748.54	
Receipts in Ban not yet recorded in	k Statement n the cash Book		
less 3. Payments in Ba		4,748.54	
not yet recorded in		О	
4. Receipts in Cas recorded in Bank S	The state of the s		0
Bank balance	as per cash book	L	
I certify that I have ver and that the above rec		nce in the Cash Book with th	ne Bank Statement
Prepared By:			
Signature	Desi	ignation	Date
Supervisor:			
Signature	Des	ignation	Date

BANK RECONCILIATION

COOP KENYA ROADS BOARD FUND A/C 01141232396604

As at City Hall	30 TH JUNE		2017 Station: N	airobi City County,
			Shs.	Shs.
Balance as pe	er Bank Certificate			24,827,964
reco	ayments in Cash Book r orded in Bank Statemer presented Cheques)	(Z.)	NIL	
	Receipts in Bank Statem yet recorded in the cas		24,833,464	
	Payments in Bank State ret Recorded in Cash Bo		5,500	
	Receipts in Cash Book n ded in Bank Statement		NIL	04.007.064
	Bank balance as per ca	ash book		24,827,964
	ne above reconciliati		e in the Cash Book with	n the Bank Statement
ricparca	-y.			
	ature	Desig	nation .	Date
Superviso	r:			,
Signa	ature	Desig	nation	Date

BANK RECONCILIATION

AFRICA-ASIA ECONOMIC PARTNERSHIP A/C 01141232396622

City	Hall					
			Shs.	<u>[</u>	Shs.	
Balan	the as per Bank Certificate 1 1. Payments in Cash Book not yet recorded in Bank Statement				0	
Ade	1. Payments in Cash Book not yet recorded in Bank Statement		0			
			1,390,406.1			
less	3. Payments in Bank State	ement	1210			
	5		1,389,196.10			
					0	
	not yet Recorded in Cash Book 4. Receipts in Cash Book not yet recorded in Bank Statement	eash book	4			
			ee in the Cash Book u	vith the l	Bank Statement	
Prep	ared By:					
		ement	gnation	Date		
Supe	ervisor:					
	Signature	Desig	gnation	Date		

BANK RECONCILIATION

AFRICITIES PDM ACCOUNT 22120005723600

		Shs.		Shs.
as ner Bank Certificate				0
as per bank certificate				
	nent			
(Unpresented Cheques)		8709.90		
2. Receipts in Bank Stat	ement			
3 Payments in Bank Sta	atement	5.50		
그리 어떻게 느끼다 때 '' 프라이트 맛이 모르고 하나 하는데 있는데 없는데 없는데 없는데 되었다.		0.00		
		8704.40		
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Bank balance as per	r cash book	L		
y that I have verified to at the above reconcilion			ok with the	e Bank Stateme
			ok with the	e Bank Stateme
at the above reconcili			ok with the	e Bank Stateme
at the above reconcili	ation is correct		ok with the	e Bank Statemer
at the above reconcilion	ation is correct	t. 	ok with the	
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at the above reconcilion	ation is correct	t. 	ok with the	
at the above reconcilion ed By: Signature	ation is correct	t. 	ok with the	
at the above reconcilion ed By: Signature risor:	ation is correct	signation	ok with the	Date
at the above reconcilion ed By: Signature	ation is correct	t. 	ok with the	
	recorded in Bank Statem (Unpresented Cheques) 2. Receipts in Bank Statem of yet recorded in the control of the	Payments in Cash Book not yet recorded in Bank Statement	1. Payments in Cash Book not yet recorded in Bank Statement	1. Payments in Cash Book not yet recorded in Bank Statement

BANK RECONCILIATION

CALL DEPOSITA/C 01150005723622

As at30 TH JUNE City Hall		2017 Station:	Nairobi City County,
		Shs.	Shs.
			24,625,189
Balance as per Bank Certificate			
Add 1. Payments in Cash Book recorded in Bank Statemen		0	
(Unpresented Cheques)		0	
Receipts in Bank Statem not yet recorded in the cast			
less 3. Payments in Bank State	ment	0	
not yet Recorded in Cash Bo		0	
4. Receipts in Cash Book not yet recorded in Bank Statement			24,625,189
Bank balance as per c	ash book		
I certify that I have verified the and that the above reconciliati		e in the Cash Book wi	ith the Bank Statement
Prepared By:			
Signature	Desig	nation	Date
Supervisor:			
Signature	Desig	nation	Date
			l

BANK RECONCILIATION

CALL DEPOSIT A/C 01150005723623

As at	30 TH JUNE		2017Station: Nairobi	City County,
City	Hall			
				38,007,005
	e as per Bank Certificate			
Less:	1. Payments in Cash Book r	ot yet	nil	
	recorded in Bank Statement	1000		
	(Unpresented Cheques)			
	2. Receipts in Bank Stateme		nil	
	not yet recorded in the cash	Book		
00000				
Add:	Payments in Bank Statem not yet Recorded in Cash Boo		16 005 700	
	•		16,005,732	
	4. Receipts in Cash Book no	ot yet		
	recorded in Bank Statement .			
	Bank balance as per ca	sh book		38,007,005
		3	<u> </u>	
T	Guthat I have verified the	Danla Dalana	o in the Cash Peak with the Pe	ank Statement
	gy that I have verified the hat the above reconciliatio		e in the Cash Book with the Bo	ик згатет
car cos c				
Prepa	ared By:			
	Signature	Design	nation	Date
Supe	rvisor:			
	Signature	Design	nation	Date

CHEQUE No.	SH BOOK NOT YET RECORDED IN BANK	AMOUNT		2.RECEIPTS IN BANK STATEMENT NOT YET	AMOUNT
	TAICE	shs.	cts.	DETAILS	shs.
				NIC BANK CHEQUE NO.1302	1
				-	
					1,
3.	PAYMENTS IN BANK STATEMENT NOT YET	RECORDED IN THE CASH BOOK	4	E	VIII
		AMOUNT		4.RECEIPTS IN CASH BOOK NOT YET RECOR	DED IN BANK STATEMENT AMOUNT
	DETAILS	shs.	cts.	DETAILS	shs.
	Commission	200			
	Commission	300	-	Bank Error 17/03/2015	
	nnect Subscription	550		Bank Agent Error	4,
	Commission	1,000			
	Commission	1,000			
	Stamp Duty	250		J. A. S. G. & S.	
<u> </u>	Commission	100			
	commission	165			
	ommission	330			
	ommission	500			
	ommission nect Subscription	165			
	ommission	550 300			
	nect Subscription	550			
The same of the sa	ommission	600			
	ommission	1,000			
	nect Subscription	550			
The same of the sa	onmission	400			
	ommission	330			
	nect Subscription ommission	550			
	nect Subscription	300			
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BANK RECONCILIATION

CALL DEPOSIT A/C 01150005723623

As at City	30 ^{тн} JUNE Hall		2017Station: Na	airobi City County,
		Γ		38,007,005
	ce as per Bank Certificate	-		
Less:	 Payments in Cash Book not ye recorded in Bank Statement (Unpresented Cheques) 		nil	
	2. Receipts in Bank Statement not yet recorded in the cash Book	L_	nil	
Add:	Payments in Bank Statement not yet Recorded in Cash Book		16 005 720	
		,	16,005,732	
	4. Receipts in Cash Book not yet recorded in Bank Statement			
	Bank balance as per cash boo	ok		38,007,005
and ti	fy that I have verified the Bani hat the above reconciliation is o red By:	k Balance correct.	in the Cash Book with t	the Bank Statement
Тера	ieu by.			
	Signature	Designa	ation	Date
Super	visor:			
	Signature	Designa	 ation	Date

PUMWANI MATERNITY HOSPITAL

BANK RECONCILIATION AS	KSHS.	
Bank Balance	10.10.	KSHS
Less: -		9,967,660.60
Unpresented cheques		
Direct Deposits		5,148,002.00
Add:		
Revenue not banked		
Direct Receipts		447,870.00
Bank charges		4,196,106.10
Cash Pook Dal		
Cash Book Balance		9,463,634.70

BANK RECONCILIATION AS	NCHO	X 2017
Bank Balance	KSHS.	KSHS
Less: -		388,618.10
Unpresented cheques		
Direct Deposits		47,049.00
Add:		
Revenue not banked		
Direct Receipts		142,243.10
Bank charges		200,000.00
Cash Book Balance		
ash Book Balance		683,812.20

REPUBLIC OF KENYA BANK RECONCILIATION

as at...... 30-Jun-17

40 41	50-5u -[7		¥	Sta	ationMbagathi Di	istrict Hospital		
5.1	0.00		Shs.	Cts.	shs.	cts.	Shs.	Cts.
	as per Bank Certificate	***					22,214,477	5
Less:	¹ Payments in Cash Statement (Unpre	Book not yet recorded in Bank sented Cheques)					2,675,713	
	Receipts in Bank : Book	Statement not yet recorded in Cash					1,950	
Add:	Payments in Bank Book	Statement not yet recorded in Cash						
	4 not yet recorded in	Receipts in Cash Book Bank Statement					10,205	
		Bank Balance as per Cash I	Book				19,561,199	5
	that I have verified	the Bank Balance	in the Cash		ith the Bank	Si	atement and that	the
andve I	reconcination is correct		ti:					

Acc/Ass. Signature Designation 1. PAYMENTS IN CASH BOOK NOT YET RECORDED IN BANK STATEMENT (UNPRESENTED CHEQUES) CHEQUE AMOUNT CHEQUE AMOUNT No. Date PAYEE shs. cts. No. Date PAYEE shs. cts. 31/03/2015 Bank Error cheque no 000068 17,000 720 31/3/2017 Vikara Logistics 26,000

120	01/0/2017		Vikara Logistics	26,000)		L. Committee	100		Action to the state of the stat	20-2 CAZIII C. L.
756	30/6/2017		National Hospital Insurance Fund	14,750							
757	30/6/2017		National Social security Fund	11,200							-
758	30/6/2017		HSSF County Health Office Nairobi	310,025	1						
759	30/6/2017		BOC Kenya Ltd	900,000							
760	30/6/2017		BOC Kenya Ltd	900,000							
761	30/6/2017		BOC Kenya Ltd	200,200							
762	30/6/2017		Mbagath District Hospital	97,500							
763	30/6/2017		Medical Superintendent	199,038							
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2,675,713

1218 CA 41 BRANCHES CERTIFICATE OF BALANCES

KCB BANK LIMITED

(INCORPORATED IN KENYA)

			CER11/23100135
KCB BURUBURU	02 AUGUST 2	017	
			
Certified that the balance at the	CREDIT . of	MAMA LUCY KIBAKI H	OSPITAL EMBAKASI .
	*	••••••	······································
A/C 1133233864	2		**
at the close of business on 30 JUN		*	
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KES 30,460,568.50	8		
in the state of th	· · · · · · · · · · · · · · · · · · ·	e g m	(95) (86)
Examined By		n n	k p
For: KCB BANK K	ENYA LTD.	For Kon sim	
Service Quality & compiler	manager nca; BURU BURU.	For: KCB BANK	RENYA LTD.
Manager Service Quality	y > Compliance	BRANCH MANAGER	BURU DURU

REPUBLIC OF KENYA

	as at 3c	BANK TUHE	REC	OI 20 <i>1-1</i>	VCII	Mai	ON	Luc	y Ki	bak	; h
										<u>' :</u>	
			Sh	•	cts.	Sh.	: 1	cts.	Sh.		cts.
			- 1						39,46	0 5/1	0.60
Balance a	s per Bank	Certificate	- <u> </u>		-	3,377,8	207)	129 40	130	S. 0-
1. Pa	yments in	Cash Book not yet	,	٠	1	. '					
	npresented	Bank Statement Cheques)			1 (10,560,	41.0)= *			
2. Re	eccipts in E	ank Statement not	1			13,938	30	1 =	1652	2,261	,50.
Add—		in Cash Book	:						15/	1	·············:::::::::::::::::::::::::
3. Pa	yments in l	Bank Statement not in Cash Book			1	369,190	>=				£9
4. Re	ccipts in (Cash Book not yet				37.1,8					**************
Re	corded in	Bank Statement	l		.k	1 <u></u>	I		1/ 10	- 11-	1.6
		Bank Bala	ance as p	er Ca	ash Boo	k	•••		16,15	777	·
I cert	ify that I/B	ave verified the Bank	Balance	e in th	ne Cash	Book with	the I	Bank S	Statement	and th	at the
above Re	conciliation	n is correct.	1 -			**	•	1			
	Min	10-1	ospital	a	Work	taut	2	17	12017		
	Signature		De	signa	tion		***********	1	Date		••••••••••
1. P/	YMENTS IN	CASH BOOK NOT YI	RECOR	RDED	in Ban	к Ѕтатеме	NT (T	JNPRE	SENTED C	HEQUE	s) .
Сн	EQUE		, AMOUNT CHEQUE		HEQUE				AMOUNT		
No.	Date	PAYEE	Sh.	cts.	No.	Date		PAY	EB.	Sh:	cts.
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2258	//	AH: 1. F. Gulib	28,70				.° .				
2259	11	AFRICAN PRIME	2,280,5	22=			ŀ.			•	
2260	11	TELKOM KENYA	34800	=		1				, 7	
2261	11	TELKOM KENYA	29,000	=	•	*		44,			
2262	11	PETER WAMBUL	250,000	= .			٠.,				
2263.	/1 *:	KIMANTHI MUSTO	4,500	=				: 1			
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No. Date Payer Sh. ets. Details Sh.			SH BOOK NOT YET R NT (UNPRESENTED CI			2. RECEIPTS IN BANK STATEMENT NO IN CASH BOOK	T YET RECOR
Sh.		-	PAYEE				The state of the s
Details Amount Sh. Cast Defent 20 17 23 14 16 17 18 17 18 18 18 18 18		Date		Sh.	cts	DETAILS	Sh.
Details Details Details Sh.	·					DEPOSIT 5/6/2017	DECH
Cash Defisit 126 17 A'H'I'F 156 17 A'H'I'F 156 17 A'H'I'F 156 17 A'902 A'H'I'F 226 17 AMOUNT 5AN BOOK NOT YET RECORDED IN 6AN BOOK NOT YET RECORDED	· · · · · · · · · · · · · · · · · · ·						
N-H-1-F 15 6 17 69,444 N-H-1-F 16 6 13 701,944 N-H-1-F 12 6 17 8,902 N-H-1-F 22 6 17 8,902 N-H-1-F 16 6 17 8,902 N-H-1-F 16 6 17 18,902 N-H-1-F 16 6 17 18,902 N-H-1-F 18,902			<u> </u>	۸ .			7777
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3. PAYMENTS IN BANK STATEMENT NOT YET RECORDED IN CASH BOOK AMOUNT DETAILS AMOUNT Sh. cts. DETAILS AMOUNT Sh. cts. DETAILS AMOUNT I (EFT) 22 0 2 11 11 25 6 17 2496 (EFT) 22 0 2 11 11 29 6 17 86,000 I (SWIFT) 550 2 11 11 29 6 17 86,000 I (SWIFT) 550 2 11 11 30 6 17 80,150 I (SWIFT) 550 2 11 11 30 6 17 80,150 I (SWIFT) 550 2 11 11 30 6 17 80,150	•		<u> </u>				- 1
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3. PAYMENTS IN BANK STATEMENT NOT YET RECORDED IN CASH BOOK NOT YET RECORDED IN BANK STATEMENT DETAILS AMOUNT Sh. cts. TOTAL S 269,190 2878							
TOTAL S Sh. Cts. Sh.			K STATEMENT NOT YE	<u> </u>		4. RECEIPTS IN CASH BOOK NOT YE	
7 11 (EFT) 2202 11 11 35/6/17 249/6/7 11 (EFT) 2202 11 11 26/6/17 46/10 7 11 (SWIFT) 5502 11 11 29/6/17 86,000 7 11 (SWIFT) 5502 11 11 30/6/17 80/50 7 11 (SWIFT) 5502 11 11 30/6/17 80/50 7 11 (SWIFT) 5502		ents in Bani	K STATEMENT NOT YI CASH BOOK	Амот	UNT	4. Receipts in Cash Book not Ye Bank Statement	T RECORDED
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7 11 (SWIFT) SSO = 11 11 2016/17 46/110 7 11 (SWIFT) SSO = 11 11 2016/17 86,000 7 11 11 (SWIFT) SSO Z 11 11 30/6/17 80,150 7 11 11 (SWIFT) SSO Z 11 11 30/6/17 80,150	3. PAYM	ents in Bani Det	K STATEMENT NOT YI CASH BOOK AILS AILS (SWIFT)	Amor Sh.	UNT cts.	4. RECEIPTS IN CASH BOOK NOT YE BANK STATEMENT DETAILS	AMOUN
7 11 11 (SWIFT) 550 2 11 11 29/6/17 86,000 7 11 11 (SWIFT) 550 2 11 11 30/6/17 80,150 7 11 11 (SWIFT) 550 2 11 11 30/6/17 80,150 TOTALS 2640 2 TOTALS 369,190	3. PAYMI	ents in Bani Det	CASH BOOK AILS AILS AILS (SWIFT)	Amor Sh. 350 =	UNT cts.	4. RECEIPTS IN CASH BOOK NOT YE BANK STATEMENT DETAILS Cash Be forit 20/6/17	AMOUN Sh.
7 / (SWIFT) 550 Z / 11 30/6/17 80,150 7 / 1 / (SWIFT) 550 Z / 107ALS: 369,190	3. PAYMI 	DET (W/Cla /)	CASH BOOK AILS AILS (SWIFT) (EFT)	Amor Sh. 550 = 22 0 2	UNT cts.	4. RECEIPTS IN CASH BOOK NOT YE BANK STATEMENT DETAILS Cash Be first 20 6 17 11 35 6 17	AMOUN Sh.
107ALS 2640Z TOTALS 369,190	3. PAYM 	DET (W/Cla /)	CASH BOOK AILS AILS (SWIFT) (EFT) (SWIFT)	Amor Sh. 550 = 22 0 2 0 22 0	UNT cts.	4. RECEIPTS IN CASH BOOK NOT YE BANK STATEMENT DETAILS Cash Be fort 20 6 17 11 25 6 17 11 26 6 17	AMOUN Sh. 131,97 2496 46,110
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0378	3. PAYM 	DET EWK cha / / / / / / / / / / / / / / / / / /	K STATEMENT NOT YE CASH BOOK AILS AILS (SWIFT) (SWIFT)	Amor Sh. 350 = 22 0 2) 22 0	UNT cts.	4. RECEIPTS IN CASH BOOK NOT YE BANK STATEMENT 1. DETAILS Cash Be besit 20/6/17 11 25/6/17 11 11 29/6/17	AMOUN Sh. 131,97 2496 46,110
0878	3. PAYM 	DET EWK cha / / / / / / / / / / / / / / / / / /	K STATEMENT NOT YE CASH BOOK AILS AILS (SWIFT) (SWIFT)	Amor Sh. 350 = 22 0 2) 22 0	UNT cts.	4. RECEIPTS IN CASH BOOK NOT YE BANK STATEMENT 1. DETAILS Cash Be besit 20/6/17 11 25/6/17 11 11 29/6/17	AMOUN Sh. 131,97 2496 46,110
0878	3. PAYMI	DET VVV cla	CASH BOOK AILS AILS AILS AILS (SWIFT) (SWIFT) (SWIFT) (SWIFT)	Amor Sh. 650 = 22 0 2 22 0 2 350 550	cts.	4. RECEIPTS IN CASH BOOK NOT YE BANK STATEMENT DETAILS Cash Be besit 20/6/17 11 25/6/17 11 11 29/6/17 11 11 36/6/17	AMOUN Sh. 131,97 2496 46,110 86,000
	3. PAYMI	DET VVV cla	CASH BOOK AILS AILS AILS AILS (SWIFT) (SWIFT) (SWIFT) (SWIFT)	Amor Sh. 650 = 22 0 2 22 0 2 350 550	cts.	4. RECEIPTS IN CASH BOOK NOT YE BANK STATEMENT DETAILS Cash Be besit 20/6/17 11 25/6/17 11 11 29/6/17 11 11 36/6/17	AMOUN Sh. 131,97 2496 46,110 86,000

BANK RECONCILIATION
as at 30th JUNE.,,2017.... Station MUTUINI (DAGORETTI) SUB DISTRICT HOSPITAL

Ralanco ac	per Bank Certificate		Kshs	KShs	P	KShs		
Dalance as	per bank certificate					14	,513.70	
Less;-								
Payments	inCash Book not yet						0.00	
recorded in	Bank Statement							
(Unreprese	nted Cheques)							
Receipts in	Bank Statement no							
yet recorde	d in Cash Book							
						14	,513.70	
Add:-								
	n Bank Statement not							
	d in Cash Book						0.00	
Receipts in	Cash Book not yet			BK charges	3			
	Bank Statement							
recorded in	t I have verified the Ban	k Balance in the Cash	St. 500	e as per Ca		14	,513.70	
recorded in I certify tha above Reco	t I have verified the Ban		St. 500	Statement an	nd that the	14		8
recorded in I certify tha above Reco	t I have verified the Ban enciliation is correct		Book with the Bank	Statement an		14		25
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I certify that above Reco	t I have verified the Ban onciliation is correct Signiture TS IN CASH BOOK NOT	D TYET RECORDED IN B	Book with the Bank esignation ANK STATEMENT(U	N-PRESENTE CHEC	Date ED CHEQUES)		AMO	
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2 PAYMENTS IN BANK STATEMENT NOT YET RECORDED IN THE CASH BOOK (BANK CHARGES)

PARTICULA DATE	AMOUNT
Double Debits	
Bank Charges	I have posted the charges
Commissions	in the Cash Book

Consultancy Services Vehicle Service and General repairs	15 16	31,612,846.00 1,617,696.00
Transfers to County Revenue A/C Sub County Stakeholder/ Sensitization	17	677,200.00
forum Information, Education & Comm.	18	47,347,668.00
Materials Sensitization Football Kenya Federation Facilitation Bank Charges	19 20 21	33,841,804.00 44,544,504.00 32,457,260.00 114,239.65

TOTAL EXPENSES		334,081,954.10
SURPLUS ADD ACCRUALS PANIC DAYS ADD ACCRUALS	15	_
BANK BAL. 30 TH JUNE 2017		8,762,790.50

NOTES TO THE ACCOUNTS.

- 2-The variation in licensing fee collected is due to the licenses paid prior to the close of the previous F/Y 2015/2016, whose receipts were surrendered after the closure of the Financial year, hence the fee included in the current F/Y revenue.
- 7- There is a prepayment of kshs.20 Million as at the end of the financial period under review.
- 19, 20 & 21-During the FY 2016/2017, the liquor Board resolved to sponsor a football tournament to be used as a platform to sensitize the youth and the Nairobi residents as a whole on the dangers of excessive alcohol consumption and drug abuse. Five (5) teams were involved from each ward and a total of 600 teams participated. The tournament commenced in October, 2016 and lasted for 10 months to July, 2017.

NAIROBI CITY COUNTY LIQUOR BOARD.

EXPENDITURE REPORT

FOR THE FINANCIAL YEAR ENDED

JUNE 30, 2017.

STATEMENT RECEIPTS AND PAYMENTS FOR THE FINANCIAL YEAR ENDING 30 JUNE, 2017.

	Note		2016-2017 Kshs
OPENING BAL			99,674,744.60
RECEIPTS			
Application fees	1	9	24,499,000.00
License fees	2		214,880,300
Temporary Applications	3		1,836,000.00
Appropriation from County Assembly	4		_
Grants	5		2
Proceeds from Sale of Assets	6		-

TOTAL RECEIPTS		340,890,044.60
PAYMENTS		
Board and Committee Allowances	7	49,185,179.00
Operations, Utilities, Supplies & Services Domestic, Subsistence, Foreign Travels &	8	44,159,141.00
Other related costs	9	8,586,415.00
Training Expenses	10	10,615,661.00
Rentals, Hire of Assets and Accruals	11	3,166,778.45
Acquisition of Assets Media, Advertisement and Information	12	9,118,019.00
Supplies	13	14,802,843.00
Donations	14	280,000.00

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No.	Date	PAYEE	Sh.	cts,	DETAILS	Sh.
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				-	Cash Deposit 12/6/17:	277
		i			N.H.I.E 15/6/17.	700
						64,4
					M.H.1.F 22/6/17	101,9
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7 7 7	1	IT (EFT) I (SWIFT) I (SWIFT)	200 Z		11 11 25/6/17 11 11 26/6/17 11 11 29/6/17	131,9: 24,91 46,11 86.00
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7 7 7	1	IT (EFT) I (SWIFT) I (SWIFT)	200 Z		11 11 25/6/17 11 11 26/6/17 11 11 29/6/17	131,9 2491 46,11 86,00
7 7 7	1	IT (EFT) I (SWIFT) I (SWIFT)	200 Z		11 11 25/6/17 11 11 26/6/17 11 11 29/6/17	131,9 2491 46,11 86,00
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REPUBLIC OF KENYA

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		Cheques)			ļ				11 50	i.	1,50
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ye	t recorded	in Cash Book	••••••••••••••••••••••••••••••			369, 190					
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BANK RECONCILIATION

National bank UN Habitant a/c 01001067824200

As at City	30 TH JUNE Hall		2017Station	: Nairobi	City County,
	8				8360
Baland Less:	ee as per Bank Certificate			***************************************	-
	 Payments in Cash Book not recorded in Bank Statement (Unpresented Cheques) 		NIL		
	2. Receipts in Bank Statement not yet recorded in the cash Bo		1,261,400		
Add:	3. Payments in Bank Statemen not yet Recorded in Cash Book		1,253,040		
	4. Receipts in Cash Book not y	et	NIL		
	recorded in Bank Statement		<u> </u>	***************************************	8360
I certi and ti	Bank balance as per cash fy that I have verified the Both hat the above reconciliation is	ank Balance	e in the Cash Book u	vith the Ba	nk Statement
Prepa	red By:				
•••••	Signature	Desig	nation	I	Date
Super	visor:				
	 Signature	Design	nation	I	Date

BANK RECONCILIATION

BEAUTIFICATION A/C 01141232396608

As at30 TH JUNE City Hall		201	7 Station	: Nairobi C	ity County,		
		Shs.	Cts		Shs.	Cts.	
Balance as per Bank Certification Less: 1. Payments in Corecorded in Bank (Unpresented Character)	ash Book not yet Statement	00	0.0				
2. Receipts in Bar					88992 1650		
Add: 3. Payments in Bounds not yet Recorded in							
Receipts in Cash Book not yet recorded in Bank Statement Bank balance as per cash book					00	00	
I certify that I have ver and that the above rec Prepared By:	ified the Bank Balanc	e in the Ca	sh Book i	with the Bar	nk Statemen	t	
		nation			 Date		
Supervisor:		á					
Signature Desig		nation		E	Date		