

REPUBLIC OF KENYA
THE REGISTRATION OF TITLES ACT
CHAPTER 281
GRANT NUMBER I.R.44212

LEASE

THIS LEASE is made the _____ day of
One thousand nine hundred and ninety four BETWEEN
a limited liability Company incorporated in the aforesaid Republic of Kenya of Post Office Box
Number _____ Nairobi aforesaid (hereinafter called 'the
Landlord') which expression shall where the context so admits include its successors and assigns)
of the First part _____ A limited liability company incorporated
in the aforesaid and of Post Office Box Number _____, Nairobi aforesaid
(hereinafter called 'the Tenant' which expression shall where the context so admits include its
successors and assigns) of Second part AND _____ and
both of Post Box Number _____
Nairobi in the aforesaid Republic (hereinafter collectively called 'the Surety' which expression
shall where the context so admits include their and each of their respective personal representatives
and assigns) of the third part.

W H E R E A S :-

- (a) The landlord is registered as the proprietor (subject, however, to such charges and
encumbrances as are notified by the Memorandum endorsed hereon) of ALL THAT piece
of land situate in the City of Nairobi in the Nairobi area in the said Republic containing by
measurement _____ decimal _____ (_____) hectares or
thereabouts that is to say Land Reference Number
which said piece of land with the dimensions abutments and boundaries thereof is delineated
on the plan annexed to the Grant registered as number IR
and more particularly on Land survey plan Number
deposited in the survey records office at Nairobi aforesaid and thereon bordered red
together with all buildings and improvements erected and being thereon.

- (b) The Landlord has caused to be erected on the said piece of land buildings (hereinafter called 'the Building') intended for use (inter alia) as godowns show room and offices accommodation, and the usual conveniences connected therewith;
- © The Landlord has agreed with the tenant to grant to the tenant a lease of the premises hereinafter more particularly described and forming portion of the Building for the term at the rent and with and subject to the covenants agreements conditions restrictions stipulations reservations and provisions hereinafter contained;

NOW THIS LEASE WITNESSETH as follows:-

1. In this lease where the context so admits-
 - (I) the expression 'the landlord' shall where the context so admits include its successors and assigns;
 - (ii) the expression 'the tenant' where the tenant is not a limited liability company includes his personal representatives and assigns and where the tenant is a limited liability company includes its successors and assigns;
 - (iii) word importing the masculine gender only include the feminine gender and the expression 'it' includes 'his' or 'her';
 - (iv) words importing the singular number only include the plural number and vice-versa and where there are two or more person included in the expression 'the tenant' covenants and agreements expressed to be made by the tenant shall be deemed to be made by such persons jointly and severally;
 - (v) word importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression 'the Surety' covenants and agreements expressed to be made by the Surety shall be

- deemed to be made by such persons jointly and severally;
- (vi) where there are two or more persons included in the expression 'the tenant' any default or omission by the tenant shall be deemed to mean any act default or omission by any one or more of such persons;
- (vii) the expression 'the said premises' mean the premises hereby demised including the fixtures fittings and rights and all alterations, additions and improvements thereto.
2. In consideration of the rent hereinafter reserved and of the covenants and agreements by the tenant hereinafter contained the Landlord DOTH HEREBY LEASE unto the tenant the premises including the landlord's fixtures (if any) more particularly described in the schedule hereto (hereinafter called 'the said premises') TOGETHER WITH the right to the tenant and all persons authorised by the tenant in common with all other tenants of the Building their servants and all others having the like right to use for the purpose only of access to and egress from the said premises so far as the same shall be deemed to serve and be enjoyed and used in connection therewith the drives serving the said premises AND TOGETHER ALSO in common with all other persons entitled thereto and so far only as the landlord has power to grant the same with the free passage and running of water soil and electricity from and to the said premises through the drains pipes wires cables and meters in or under the adjoining or adjacent portion of the building or the landlord's property and right to enter such property at all reasonable times to inspect or repair the same making good any damage done in the course thereof BUT EXCEPTING AND RESERVING unto the Landlord and the person or persons for the time being occupying any other part or parts of the building the free passage and the running of the water soil and the electricity from the adjoining or adjacent property through the drains pipes wires cables and meters in or under the said premises and the right of the Landlord to enter the said premises at all reasonable times for the purposes of inspecting altering adding to or repairing to the same TO BE HELD by the tenant for a term of _____(____) years and _____ (____) months from the day of _____, One thousand nine hundred and ninety nine (hereinafter called ')

the said term') SUBJECT nevertheless to determination as hereinafter provided YIELDING AND PAYING therefor and thereout for the first one for the first one year commencing from the _____ day of _____, One thousand nine hundred and ninety nine (hereinafter called 'the first period') during the said term the yearly rent of Kenya shillings (Kshs. _____) payable by installments of Kenya shillings _____ (Kshs. _____) each clear of all deductions in advance commencing from _____ day of _____, One thousand nine hundred and ninety nine and thereafter on the _____ day of each succeeding _____ during the first period of the said term and for the second period of one year of said term commencing from the _____ day of _____, One thousand nine hundred and ninety nine (hereinafter called 'the second period') the yearly rent of Kenya shillings _____ (Kshs. _____) payable by _____ installment of Kenya shillings (Kshs. _____) each clear of all deductions in advance commencing form the _____ day of _____, One thousand nine hundred and ninety nine and thereafter on the _____ day of each succeeding during the second period of the said term and for the third period of one year of the said term commencing from the _____ day of _____, One thousand nine hundred and ninety nine (hereinafter called 'the third period') the yearly rent of Kenya shillings _____ (Kshs. _____) payable by _____ installment of Kenya shillings (Kshs. _____) each clear of all deductions in advance the first such payment commencing from the _____ day of _____, One thousand nine hundred and ninety nine and thereafter on the _____ day of each succeeding hundred and ninety nine and thereafter on the _____ day of each succeeding during the third period of the said term and for the fourth period of one year of the said term commencing from the _____ day of _____, One thousand nine hundred and ninety nine (hereinafter called 'the fourth period') during the said term the yearly rent of Kenya shillings _____ (Kshs. _____) payable by _____ installment of Kenya shillings

(Kshs. _____) each clear of all deductions in advance commencing from the _____ day of ___, One thousand nine hundred and ninety nine and thereafter on the _____ day of each succeeding during the fourth period of the said term and for the fifth period of one year of the said term commencing from the _____ day of _____, One thousand nine hundred and ninety nine (hereinafter called 'the fifth period') the yearly rent of Kenya shillings _____ (Kshs. _____) payable by installment of Kenya shillings _____ (Kshs. _____) each clear of all deductions in advance commencing from the _____ day of ___, One thousand nine hundred and ninety nine and thereafter on the _____ day of each succeeding _____ during the fifth period of the said term and for the remaining period of _____ Months of the said term commencing from the day of _____, One thousand nine hundred and ninety nine (hereinafter called 'the sixth period') the yearly rent of Kenya shillings _____ (Kshs. _____) payable by _____ installment of Kenya shillings (Kshs. _____) each clear of all deductions in advance commencing from the _____ day of ___, One thousand nine hundred and ninety nine during the sixth period of the said term hereby created subject to the following modifications:

3. The tenant to the intent that the obligations hereinafter set out may continue throughout the continuance of the said term hereby created covenants and agrees with the landlord as follows:-
 - (a) To pay the rent hereby reserved at the times and in the manner aforesaid clear of all deductions whatsoever;
 - (b) To bear and pay proportionately the all taxes assessments and charges of every nature and kind specifically including however any rate or rates payable under the Valuation for Rating Act (Chapter 266) and the Rating Act 1964 or any Act or Acts amending or replacing the same or either of them which now are or may at any time during the said term be assessed or imposed upon the Building or any part thereof or upon the said piece of land or any part thereof or on the Landlord or the Tenant in respect thereof AND IT IS HEREBY AGREED AND

DECLARED that for the purpose of this sub-clause the fair proportionate part of any such rate or rates shall be _____ of such total tax or levy payable as aforesaid.

- © To pay deposit and all charges in respect of electric current and the cost of supplying installing and maintaining such meter for measuring electric current consumed on the said premises as may be required by the authorised distributor to the said premises and used therein including all kilowatt charges periodic or unit charges and charges and meter rents.
- (d) To pay all charges levied by the Kenya Posts and Telecommunications Corporation in respect of the telephones installed in the said premises as and when the same shall become due and not to remove or permit to be removed the telephone installed by the landlord;
- (e)
 - (i) Not to do or carry on any business or install any equipment which may tend abnormally to increase the consumption of water without prior consent of the Landlord who shall be entitled as condition of giving such consent to require the tenant to pay such additional rent as may suffice to cover the additional charges for water caused by such user;
 - (ii) The tenant shall pay the deposit for water meter for the purpose of measuring the tenant's water consumption for all purposes. The tenant shall throughout the continuance of the said term at the tenant's sole cost and expense keep any such meter and installation equipment (if any) ancillary thereto in good working order repair and condition and in default of the tenant so doing the landlord may cause such meter and equipment to be replaced or repaired and recover the cost of so doing from the tenant but without prejudice to the landlord's right of re-entry hereinafter contained;
 - (iii) The tenant shall pay for all water consumed on the said premises as

- shown on the said meter at the current Municipal Water Rate as and when bills therefor are rendered to the tenant;
- (iv) The tenant will keep indemnified the landlord against any actions claims or demands arising out of the tenant's failure to pay any such bill as aforesaid or arising out of any leakage or overflow of water from the said premises.
 - (v) To bear and pay proportionately costs of operating and maintenance of the security of the Building PROVIDED however that the Landlord shall not be responsible howsoever for any burglary theft loss or damage caused by any action or omission of the watchman employed for the security as aforesaid and the Certificate of the landlord auditors for the time being as to the amount of the costs of operating and maintenance of the security shall be final binding and conducive for the purposes of this sub-clause.
- (f) To keep the said premises (the same expression is for the purpose of this sub-clause as hereinafter defined) in good and substantial tenantable repair and condition to the reasonable satisfaction of the Landlord (structural repairs and damage by fire only excepted) and also to permit the landlord or their agents with or without workmen and others at all reasonable times during all normal working hours prior notice except in case of emergency to enter into and upon the said premises for the purpose of repairing or otherwise dealing with the outsiders of the said premises AND IT IS HEREBY AGREED AND DECLARED that for the purposes only of this sub-clause the expression 'the said premises' shall include the said premises and
- (i) all the Landlord's fixtures in or on the said premises;
 - (ii) all drain pipes wires cables meters gutters and sewers the use of which is exclusive to the said premises;
 - (iii) the boards or other surface finish of all the floors of the said premises;
 - (iv) the plaster or other surface finish of all the walls and ceilings of the said premises;
 - (v) all internal partitions and the structure of all walls other than main walls; and

- (vi) the doors and windows of the said premises and the glass therein;

But shall not include the structural members of the floors ceilings or main walls or of any roof or superstructure overlaying the said premises;

- (g) Not to obstruct nor permit or suffer to be obstructed in any manner nor obstruct nor suffer anything to be placed or deposited or any obstruction made in the means of access to the said premises or any forecourt area yard or any other part open space or fire escape. In the last year of the said term or upon the sooner determination thereof well and sufficiently to clean off and reinstate in a tenantable repair and condition.

- (h)
 - (i) To permit the landlord and its agents and all other persons authorised by it with or without workmen and others and with all necessary tools appliances and apparatus at any time with prior notice to enter upon the said premises accompanied as aforesaid (or without notice in case of emergency) for the purpose of examining the condition thereof or of doing such repairs alterations additions improvements renewals or other things as may pursuant to the covenant and agreement by the landlord in that behalf hereinafter contained be required of or to either the said premises or to any adjoining premises now or hereinafter belonging to the landlord or to any other part of the Building therein or of or to the electricity or water supply or drainage in or under any part of the Building the landlord causing as little inconvenience as necessary;
AND

- (ii) before the expiration of one calendar month's notices in that behalf given by the landlord to carry out any repairs for which the tenant is liable under the tenant's covenants and agreements herein contained to carry out the same in accordance with such notice and to the satisfaction of the landlord PROVIDED THAT if the tenant shall fail to carry out such work within such time as aforesaid then the landlord may thereupon cause the same to be done and recover the cost thereof from the tenant but without prejudice to the landlord's right of re-entry

hereinafter contained; AND

- (iii) in the event at any time of the tenant not being personally present to open and permit an entry by the landlord to the said premises as aforesaid when for any reason as entry thereto shall be necessary or permissible the landlord or his agent may enter the same by means of a master key or may forcibly enter the same without rendering the landlord or such agent or agents liable therefor and without in any manner affecting the covenants agreements conditions restrictions stipulations and provisions of this lease.
- (l) Not to drive any nails screws bolts or wedges in the floors walls or ceilings of the said premises not to cut maim or injure any of the walls or timbers thereof not to make any alterations in or additions to the said premises or in or to the fixtures or fittings therein belonging to the landlord or for which the landlord is responsible not to suffer or permit the same to be done without the consent in writing of the landlord first had and obtained PROVIDED ALWAYS that in any case where such works shall have been carried out by the tenant in pursuance of this sub-clause the tenant shall if the landlord so requires reimburse to the landlord on demand the expense of restoring the affected portion or portions of the said premises to its or their former condition at the expiration or sooner determination of the said term.
- (j) That if the tenant requires any partitions and installations alterations or additions to the premises to suit the tenant's requirements then in such event the tenant shall submit drawings plans and specifications and the quality of the material to be used in respect of such partitions installations alterations or additions to the landlord which shall be subject to the approval in writing of the Landlord, Landlord's Architects and the City Council of Nairobi.
- (k) Not to do nor permit or suffer to be done anything where any insurance of the Building against loss or damage by fire may become void or voidable or whereby the rate of premium for any such insurance may be increased AND to repay to the landlord in or about the renewal of any such policy rendered necessary by a breach of this covenant and agreement and to the intent that all

such payments shall be payable on the day fixed for the payment of the rent hereinbefore reserved next after demand therefor shall have been made to the tenant and shall be recoverable as rent AND ALSO in the event of any insurance moneys being withheld or wholly or partially irrevocable by reason of any breach of non-observance of this present covenant to indemnify the Landlord in respect of the cost or a proportionate part thereof of rebuilding or reinstating the same.

- (l) In the event of the Building or the said premises or any part or parts thereof respectively or of the said fixtures and fittings or any part thereof or of the electrical equipment therein or any part thereof being damaged or destroyed by fire at any time during the said term and the insurance money under nay insurance against fire effected thereon by the landlord being wholly or partially irrevocable by reason solely or in part of any act default of the tenant or the tenant's servants employees agents licensees or visitors then and in every such case forth with (in addition to the said rent) to pay to the landlord the whole or (as the case may require) a fair proportion to be so contributed by the tenant or otherwise in respect of or arising out this provision to be referred to arbitration in accordance with the provisions of the Arbitration Act (Chapter 49) Laws of Kenya or any Act or Acts amending or replacing the same.
- (m) Not to transfer sublet or part with the possession of the said premises or any part thereof without the written consent of the Landlord which consent the landlord shall be entitled as of right to refuse without assigning any reasons thereof and such refusal shall not be questioned in any Court of Law, any tribunal or any authority and (if the same is required) of any chargee having a security over the said piece of land and the Building first had and obtained AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED by and between the parties hereto that upon any breach by the tenant of this covenant and agreement it shall be lawful for the landlord to re-enter upon the said premises without notice and thereupon the said term shall determine absolutely AND IT IS HEREBY FURTHER EXPRESSLY AGREED AND DECLARED by and between the parties hereto that if the tenant or any sublessee is a private limited liability

company or unlimited company the transfer of the beneficial interest in more than fifty one per cent of its issued share capital shall be deemed to be such transfer and shall require the consent of the landlord and (if the case so required) also of any such chargee accordingly AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED by and between the parties hereto that the landlord will not grant consent for sub-letting a portion of the said premises or for more than one sub-tenant under any circumstances.

- (n) Not without the consent in writing of the Landlord first had obtained to use or suffer to be used the said premises or any part thereof otherwise than solely for use as packing and storage of fresh produce and workshop for repair of tenants vehicles and for no other purpose.
- (o) Not to permit any open or internal combustion fire to be burned within the said premises without the consent in writing of the landlord first had and obtained not without the like consent bring or permit to be brought or kept in or on the said premises any inflammable combustible or explosive fluid material chemical or substance nor cause nor permit any odours objectionable odours to permeate from the said premises.
- (p) Not to do not permit nor suffer to be done upon or within the said premises anything which in the opinion of the landlord which opinion shall be final and conclusive) may be or become a nuisance or annoyance to in any way interfere with the quiet user of the other portions of the Building or any adjoining or neighbouring premises.
- (q) At the tenant's own expense to install in the said premises such additional fire fighting equipment and appliances as shall be required and approved by the landlord if in the landlord's opinion (which opinion shall be final and conclusive) the trade business or occupation of the tenant is such as to necessitate such additional equipment and appliances over and above that and those supplied by the landlord AND if the insurers of the Building for the time

being of the landlord shall require or recommend that nay changes modifications alterations or other equipment be made or supplied by reason of the tenant's business or the location of partitions trade fixtures or other contents of the said premises or for any other reason of if any such changes modifications alterations or other equipment become necessary to prevent the imposition of any penalty or charges in the fire insurance rate as fixed by the landlord's insurers the tenant shall at the tenant's own expenses promptly make and supply such changes modifications alterations or other equipment.

- (r) To perform and observe so far as the same are capable of being performed and observed by the tenant all covenants agreements conditions restrictions stipulations and provisions affecting the said premises and under which the said piece of land upon which the Building is erected is held AND not at nay time to do or permit or suffer to be done anything whereby the title to the said piece of land may be voided or forfeited AND at all times to keep indemnified the landlord and its assets and effects from and against all actions proceedings costs damages claims demands and liability for or in respect of any breach which may be committed during the said term of any of the said covenants agreements conditions restrictions stipulations and provisions.
- (s) At all times during the continuance of the said term to comply with all laws Acts Orders rules regulations or bye-laws enacted passed made or issued by the Government of the Republic of Kenya or nay Municipal Township local or other authority in elation to the occupation or use of the said premises AND to obtain all such licenses and do and execute or cause to be done or executed all such works and things as under or by virtue of any law Act Order rule regulations or bye-laws as aforesaid or under any notice order or direction given or made pursuant thereto for the time being in force are or shall be directed or necessary to be obtained done or executed in respect of or upon the said premises or any part thereof whether by owner or occupier in consequence of the user of the said premises for the purpose authorised by this lease and at all times to keep the landlord indemnified against all actions claims demands proceedings and

liability in respect thereof.

- (t) Within seven days of the service thereof to give full particulars to the landlord of any notice order or proposal therefor given made or issued under or by virtue of any law or Act Order rule regulations or directions thereunder or under the bye-laws of any competent authority.
 - (u) At the expiration or sooner determination of the said term to yield up the said premises to the landlord in the same condition as it was handed to the tenant at the commencement of the term of the lease with all locks keys and fastenings complete and to restore the said premises in the original state and condition as it was handed before and such restoration must be completed before the expiry or sooner determination of the lease PROVIDED HOWEVER that the landlord may in its absolute discretion accept in writing the said premises together with partitions and other tenant's fixtures should the tenant be desirous of leaving the tenant's such fixtures and partitions on the said premises subject to the condition that the tenant shall not claim and/or be entitled to any payment whether by way of compensation reimbursement or in any other manner whatsoever AND the tenant's obligation to preform and observe this covenant and agreement shall survive the expiration or other termination of the said term AND if the last day of the said term shall fall on a Sunday this lease shall expire on the business day immediately preceding.
 - (v) To pay all costs (other than those payable for the purpose of obtaining the consent of any Chargee) in connection with preparation and completion of this lease and a Counterpart thereof together with all stamp duties registration fees and other disbursements (other than those payable for the registration of any building or architect's plan).
4. The tenant to the intent that the obligations hereinafter set out may continue throughout the continuance of the said term hereby further covenants and agrees with the landlord that the tenant:-

- (a) Will not use or suffer the use of any lavatories and water closets for the disposal or refuse or for any purpose which may cause a stoppage in the pipes connecting the lavatory basins and water closets with the waste water pipes and soil pipes or in such waste pipes and soil pipes.
- (b) Will not store or place nor suffer to be stored or placed in or above about the same premises any inflammable goods materials or things whatsoever
- (c) Will not hold nor suffer to be held in any auction upon the said premises.
- (d) Will not erect any structure whether of a permanent or a temporary nature use a permit to be used any portion of open space except as provided in this lease or permitted in writing by the landlord.
- (e) Will take all necessary steps to prevent any encroachment on the said premises or the acquisition of any new right to light passage drainage or other easement over upon or under the said premises and will give notice to the landlord or any threatened encroachment or attempt to acquire any such easement.
- (f) Will pay on demand all costs charges expenses (including Advocate's costs and surveyors fees) incurred by the landlord for the purpose of or incidental to the preparation and service of a notice requiring the tenant to remedy a breach of any of the tenant's covenants and agreements in this lease contained.
- (g) Will not waste or permit to be wasted any water in the said premises.
- (h) Will procure that the servants employees agents visitors and licensees of the tenant will comply strictly with and faithfully observe all such reasonable Rules and Regulations as the landlord may from time to time promulgate with respect to the Building and open space and the conduct of all tenants and their servants employees agents visitors and licensees therein.
- (I) Will ensure that all times the tenant's use of electric current on the said premises

shall never exceed the capacity of existing feeders to the Building or of the risers or wiring installations installed in the building and will adhere to all other reasonable instructions in this regard which may be issued by the landlord or its agents from time to time.

- (j) Will not make any alterations or additions to the electrical equipment or appliances installed in the said premises whether by the landlord or by the tenant without the prior written consent of the landlord in each instance. In the event of the tenant at any time requiring any riser or risers for the supply of the tenant's electrical requirements the tenant shall make written request therefor to the landlord which shall if in the sole judgement of the landlord (which shall be final and binding upon the tenant) such riser or risers are necessary and will not cause permanent damage or injury to the building or to the said premises or cause or create a dangerous or hazardous conditions or entail excessive or unreasonable alterations repairs or expense or unduly interfere with or disturb other tenants or occupants of the building at the sole cost and expense of the tenant install such riser or risers and shall at the like cost and expense and subject to the aforesaid terms and conditions install in addition to such riser or risers all other equipment proper and necessary in condition herewith.
- (k) Will give immediate notice to the landlord in case of fire or accidents in the said premises or in the building or of defects therein or in any fixtures or equipment therein.

5 The Landlord to the intent that the obligations hereinafter set out may continue throughout the continuance of the said term covenants and agrees with the tenant as follows:-

- (a) To bear and discharge all existing and future rents rates taxes assessments imposed or charged upon the said premises other than those for which the tenant is liable under the provisions of clause 3 (b) hereof.
- (b) Unless prevented by any cause beyond his control to keep the roof outside wall and main structure of the building and the drains down pipes water main electrical circuits and sanitary apparatus thereof in good repair at all times during the said term PROVIDED ALWAYS that the landlord shall not be liable

for any damage to persons or property caused by or resulting from or arising out of the default of any tenants of the building or any portion thereof their servants or agents or licensees with reference to the maintenance or user of any pipes or sanitary water or electrical apparatus therein.

- © To insure and keep insured the building from loss or damage by fire, earthquake, storm and tempest in some insurance office or with underwriters of repute to the full insurable value thereof and to pay all premiums necessary for the purpose.
- (d) That the tenant paying the rent hereby reserved and pay additional rent which may be payable hereunder and performing and observing the several covenants agreements conditions restrictions stipulations and provisions herein contained or implied and on the part of the tenant to be performed and observed shall subject to the provisions of sub-clause (f) and (i) of clause 3 hereof and subject also to the terms and conditions of the said Grant and of any charge affecting the building and the said piece of land be entitled peaceably to hold and enjoy the said premise during the continuance of the said term without any interruption from or by the landlord or any person rightfully claiming from under it

6. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED as follows:-

- (a) in the event of the said premises or any part thereof being damaged or destroyed by fire during the continuance of the said term so as to render them unfit for occupation the landlord will unless such damage or destruction shall have been due to the act or neglect of the tenant or of any servant employee agent licensee or visitor of the tenant allow to the tenant a total or proportionate abatement of the rent hereby reserved as the case may be but so that the tenant shall not have nay such right of determination as is contemplated by section 108 (e) of the Indian Transfer of Property Act 1882.
- (b) If the said rent or any additional rent or nay other payment due hereunder by the tenant or any part thereof shall be in arrear for the space of fourteen (14) days next after any of the days whereon the said ought to be paid as aforesaid whether

the same shall have been legally demanded or not or if the said premises become vacant or deserted or if there shall be any breach or non-performance or non-observance by the tenant of any of the covenants agreements conditions restrictions stipulations and provisions herein contained and on the part of the tenant to be performed and observed or if the tenant for the time being shall be a company and shall enter into liquidation whether compulsory or voluntary (not being a voluntary liquidation merely for the purpose of reconstruction or amalgamation) or if the tenant for the time being shall be a person or persons and shall commit any act of bankruptcy or be adjudged bankrupt or enter into any agreement or make any agreement with or for the benefit of his her or their creditors for liquidation of his her or their debts by composition or otherwise then and in any such case it shall and may be lawful for the landlord at any time thereafter to enter into an upon the said premises or any part thereof in the name of the whole and the same to have again repossess an enjoy as in its former estate anything herein contained to the contrary in anywise notwithstanding without prejudice to any right of action or remedy of the landlord in respect of any antecedent breach of any of the covenants and agreements by the tenant hereinbefore contained.

- © Nothing herein shall confer any right upon the tenant or tenant's servants and licensees to use any part of open space of the said piece of land but the landlord may if it thinks fit upon the written application of the tenant permit the tenant in writing to use such portion thereof for such period (not exceeding the term hereby created) and for such purpose and upon such condition as the landlord shall stipulate in such written licence. PROVIDED that the landlord shall be entitled to refuse or cancel the use of such open space by the tenant at any time if the landlord in its uncontrolled discretion shall consider the same to have been abused by the tenant or that the interest of the landlord or any other tenants of the buildings have been or are likely to be prejudice by the granting of such facilities PROVIDED FURTHER that any permission granted by the landlord shall forthwith cease upon expiry or sooner determination of the said term.

- (d) The Landlord shall not be liable notwithstanding any law to the contrary for any loss or damage or injury to the tenant employees servants agents visitors or licensees of the tenant or the property of any such persons caused by:-
- (I) any defects in the said premises or in the building or any defective or negligent working construction or maintenance of the lighting or other part of the structure or equipment of the building; or
 - (ii) any lack or shortage of electricity water or drainage; or
 - (iii) any burglary theft or office breaking; or
 - (iv) any fire or explosion (howsoever occurring) or any falling plaster steam rain or leaks from any part of thee building or from the pipes appliances or plumbing works or from the bursting leaking or running over of the tank tub wash stand water closet or waste pipe drain or any other pipes in upon or about in the said premises or from the roof or from any other place or by dampness howsoever occurring; or
 - (v) any act or default of nay tenants of the building or any portion thereof their servants or agents or licensees with reference to the maintenance or use of any pipes or sanitary water or electrical apparatus therein or the overloading of any electrical installation in the building; or
 - (vi) any interruption in any of the services hereinbefore mentioned by reason of repair or maintenance of any installation or apparatus or damage thereto destruction thereof by fire water act of God or other cause or by reason of mechanical or other defect or breakdown or frost or unavoidable shortage of fuel materials water or labour and the tenant shall indemnify the landlord against all or any demands actions claims and proceedings by the tenant's employees servants licensees and others claiming through the tenant in respect of such loss damage of injury such work not be unreasonably delayed by the landlord.

- (e) The tenant shall not be entitled to any right of access of light or air to the said premises which would restrict or interfere with the free user of any adjoining or neighbouring property for building or any other purpose.
- (f) If vacant possession is given before the date hereinbefore stated for the commencement of the said term rent at the rate hereinbefore reserved for such extra period of occupation will payable on the taking of such possession and the covenants agreements conditions restrictions stipulation and provisions herein contained or implied shall so far as possible apply to such extra period of occupation.
- (g) Except as is provided by sub-clause (a) of this clause no allowance shall be made to the tenant for a diminution rental value and no liability shall fall on the landlord by reason of any inconvenience annoyance or injury to business arising from the landlord or the tenant or others making any repairs alterations additions or improvements in or to any portion of the building of the said premises or in or to any fixtures appurtenances or equipment thereof nor shall any liability fall on the landlord for failure by it or by others to make any repairs alterations additions or improvements in or to any portion of the building or of the said premises or in or to the fixtures appurtenances or equipment thereof.
- (h) This lease is subject and subordinate to all ground or underlying leases and to any first charges which may now or hereafter affect such leases or the premises of which the said premises from part and to all renewals modifications consolidations replacements and extensions thereof.
- (i) If the tenant shall default in the performance or observance of any of the covenants agreements conditions restrictions stipulations and provisions herein contained or implied and on the tenant's part to be performed or observed the landlord may immediately or at any time thereafter and without notice perform the same for the account of the tenant and if the landlord shall make any expenditure or incur any obligations for the payment of moneys in connection therewith including but not limited to advocate's fees in instituting prosecuting or defending any action or proceeding such sums paid or obligations incurred with interest and costs shall be deemed to be additional rent hereunder and shall

be paid by the tenant to the landlord within seven (7) days of the furnishing or rendering to the tenant of any bill or statement therefor;

- (j) The failure of the landlord to seek redress for violation of or to insist upon the strict performance of any covenant agreement condition restriction stipulation or provision of this lease or of any of the Rule and Regulations from time to time promulgated by the landlord shall not prevent any subsequent act which would have originally constituted a violation from having all the force and effect of any original violation AND the receipt by the landlord of any rent with knowledge of the breach of any covenant agreement condition restriction stipulation or provision of this lease shall not be deemed to be a waiver of such breach NOR shall the failure of the landlord to enforce any such Rule or Regulations as aforesaid against the tenant and/or any other tenant in the building be deemed to be a waiver of any such Rules and Regulations. No provisions of this lease shall be deemed to have been waived by the landlord unless such waiver be expressly made by the landlord in writing NOR shall any payment by the tenant or any receipt by the landlord of a lesser amount than the monthly rent hereby reserved be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any cheque or any letter accompanying any cheque or payment as rent be deemed to be an accord and satisfaction and the landlord may accept any such cheque or payment without prejudice to the landlord's right to recover the balance of such rent or pursue any other remedy in this lease provided.
- (k) Any notice or other communication bill or statement provided for this lease shall be in writing and any notice communication bill or statement to the tenant shall be sufficient served if addressed to the tenant and delivered to the said premises or sent by registered post to the said tenant's last known address in the said Republic and any notice or communication to the landlord shall be sufficiently served if delivered to him personally or sent to him by registered post to his last known address in the said Republic or served on any agent authorised by the landlord to receive or who has in fact or his behalf collected the rent of the said premises. Any notice communication bill or statement served by registered

post shall be deemed to have been served within four days following the day on which it is posted.

- (l) No provision contained in this lease shall be waived or varied by either party hereto except by agreement in writing which agreement shall if the case so requires be duly registered in the Land Titles Registry at Nairobi at the sole cost and expense of the Tenant.
 - (m) The provisions of Section 108 of the Indian Transfer of property of Act 1882 shall not apply to this lease.
- 7 The surety in consideration of the demise hereinbefore contained having been made at his request hereby covenant with the Landlord that the tenant shall pay the rents hereby reserved and operating expenses of the building on the days and in the manner aforesaid and shall duly perform and observe all the covenants hereinbefore contained and that in case of default in such payments of rents and or performance or observance of covenants as aforesaid the surety shall pay and make good to the landlord on demand all loss damages costs and expenses thereby arising or incurred by the landlord PROVIDED ALWAYS and it is agreed that any neglect or forbearance of the landlord in endeavouring to obtain payment of the rents hereby reserved when the same becomes payable or to enforce performance or observance of the several stipulations herein on the tenant's part contained and any time which may be given by the landlord to the tenant shall not release or exonerate or in any way affect the liability of the surety under this covenant.
8. The tenant hereby agrees to accept this lease subject to the covenants agreement conditions restrictions stipulations and provisions above set forth or referred to.

IN WITNESS WHEREOF the landlord and the tenant have caused their respective Common Seals to be hereunto affixed and the Sureties have hereto set their hands the day and year first hereinbefore written.

THE SCHEDULE HEREINBEFORE REFERRED TO

ALL THAT Godown No. _____ situated on Land Reference Number _____ as the same is more particularly delineated and marked in _____ on the Building Plan registered in the Registry of Documents at Nairobi in Volume Folio _____ File.

SEALED with the Common Seal of)
the Landlord in the presence of:-)
)
)
)
)
)
)
)
DIRECTOR DIRECTOR/SECRETARY)

SEALED with the Common Seal of)
the Tenant in the presence of:-)
)
)
)
)
)
)
DIRECTOR DIRECTOR/SECRETARY)

SIGNED by the Surety)
in the Presence of:-)
)
)

MEMORANDUM OF CHARGES LEASES AND ENCUMBRANCES

1. Provisions of Government Lands Act (Chapter 280)
2. Caveats registered in Volume N _____ Folio _____ and
3. Charge registered as Number I.R. _____
4. Payment in advance rent Kshs. _____ (Revisable)
5. Special conditions contained in grant registered as I.R. _____

We, as chargees, hereby consent to the within-written lease without prejudice to our rights and interest contained in the charge registered as Number I.R. _____
for : _____

DRAWN BY:- _____

P.O Box _____

NAIROBI.