

TSAVO LIFESTYLE LIMITED
(as Grantor)

AND

Humphrey Otieno
(as Grantee)

LICENSE AGREEMENT

Relating to the Tutoring Center situated in Royal Suburbs Phase 2 Apartments on unit RS2-G004.

THIS LICENSE AGREEMENT is made as of Wednesday, 12 March 2025

BETWEEN:

1. **TSAVO LIFESTYLE LIMITED** (Company Registration Number **PVT- 27URJAE** of Post Office Box Number **15854-00509, Nairobi** (the **Grantor** which shall, where context allows, include the Grantor's successors in title and assigns); and
2. **Humphrey Otieno (of ID/Passport Number 30516692)** (the **Grantee** which shall, where context allows, include the Grantee's successors in title, personal representatives, heirs and permitted assigns (as the case may be), and where the Grantee is more than one person then the obligations of the Grantee shall be joint and several).

WHEREAS

1. The Grantor is the beneficial owner of ALL THAT space whose dimensions are more particularly identified on the plan annexed hereto RS2-G004 (the **Space**) situated on the **GROUND** floor of the building known as Royal Suburbs Phase 2 Apartments (the **Building**) erected on the land situate and known as **Land Reference Number: 1012/131** (the **Land**).
2. The Grantor has agreed to grant to the Grantee a license of Space for the sole purpose of operating a **Tutoring Center** with the approval of the Grantor (the **Permitted User**) on the terms and conditions of this License Agreement. The Grantee shall not run or allow any other kind of businesses to be run from the permitted space without written permission from the Grantor, which consent may be withheld in the Grantor's sole and absolute discretion.

NOW THIS LICENSE AGREEMENT WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this License Agreement (including its recitals) the following expressions shall, unless the context otherwise requires, have the following meanings:

- a. **License** has the meaning specified in clause 2.1;

- b. **License Fee** means the sums specified in clause 2.1(b);
- c. **Term** means the term of this License Agreement specified in clause 3.1; and
- d. **Termination Event** means any of the events specified in clause 7.1.

2. THE LICENSE AND PAYMENTS

2.1 The Grantor hereby grants to the Grantee the right to occupy and use the Space solely for the Permitted User (the **License**) subject to and in consideration of the payment by the Grantee to the Grantor of the following sums:

- a. on or before commencement of this License to pay:
 - a deposit equivalent to two (2) months' rent, two (2) months' service charge, and one (1) month water installment deposit amounting to the **Kenya Shillings Sixty-two Thousand Only (KES. 62,000/=)** on account of (the **Deposit**) to be held by the Grantor as security for the due performance and observance by the Grantee of all undertakings and agreements on the part of the Grantee to be observed and performed under this License Agreement provided that the Grantor shall be entitled to apply the Deposit towards the satisfaction and discharge of the undertakings and agreements on the part of the Grantee herein contained. The Grantee acknowledges and agrees that the Grantor shall not be required to account for any interest on the Deposit held by the Grantor. The Deposit shall be refunded by the Grantor to the Grantee at the expiry or earlier termination of this License Agreement to the extent only that the same shall not have been applied toward the satisfaction and discharge of the undertakings and agreements on the part of the Grantee herein contained after the expiry or earlier termination of the Term; and
- b. an advance payment equivalent to two (2) months' rent and two (2) months' service charge amounting to **Kenya Shillings Sixty-two Thousand Only (KES. 62,000/=)** (the "**Advance Payment**"), which shall be applied towards the first two (2) months' rent and service charge immediately following the Setup Period.
- c. a license fee in a sum of **Kenya Shillings Twenty-seven Thousand Only (KES. KES 27,000/=)** per month, and a Service Charge Fee of **Kenya Shillings Four Thousand (KES. 4,000/=)** (**The Service Charge**) (collectively the **License Fee**) payable monthly in advance on or before the 5th day of every month from the date of commencement of this License.
- d. The Grantor hereby grants to the Grantee sixty (60) days rent free period to allow the Grantee to set up accordingly ("**Setup Period**") from **Wednesday, 12 March 2025** until **Monday, 12 May 2025**, to allow the Grantee to set up the licensed space.
- e. During the Setup Period, the Grantee shall only be obligated to pay the monthly service charge as stipulated in this Agreement.

- f. Upon expiration of the Setup Period, the Grantee shall begin paying monthly rent on or before the 5th day of each subsequent calendar month for the remainder of the Term of this Agreement.
- g. The Grantee shall pay all amounts stipulated herein without Value Added Tax (VAT).

3. DURATION

3.1 Subject to clause 8, this License Agreement shall run for a period of one (1) year from Wednesday, 12 March 2025 (the **Term**) and may be renewed at the discretion of the Grantor.

4. UNDERTAKINGS AND LICENSE AGREEMENTS BY THE GRANTEE

4.1 The Grantee hereby undertakes and agrees with the Grantor at all times during the subsistence of this License Agreement that the Grantee WILL:

1. pay the License Fee on the due dates for payment free from any deduction, set off or counterclaim;
2. indemnify and keep the Grantor indemnified on demand in respect of any loss, expenses or damage suffered or incurred by the Grantor as a result of any damage or destruction to the Space caused (whether directly or indirectly) by any act or omission (whether negligent or otherwise) of the Grantee, its servants, agents or visitors;
3. notwithstanding that the Grantee shall be entitled at the Grantee's sole cost and expense to redecorate the Space, keep the Space in good order and condition and upon termination of this License Agreement to hand over the Space in such state of repair and condition as the same is at the commencement of this License Agreement;
4. contract directly with an approved service provider for telephone and internet connections at the Space;
5. use the Space for the Permitted User only and not use or suffer to use the space in any manner other than the aforesaid within the concession area as defined in the Agreement.
6. not do or permit or suffer to be done anything whereby the policy or policies of insurance of the Building may be rendered void or voidable and to reimburse the Grantor

immediately on demand all additional expenses or premiums which the Grantor may be required to pay in the issue or renewal of such policy or policies rendered necessary by any default or breach on the part of the Grantee of the undertakings and License Agreements in this License Agreement;

7. not keep any animal, fish, reptile, amphibian, bird or any other pet anywhere in the Space or on the Land;
8. not commit on the Space or within the Land any offence under the provisions of The Narcotic Drugs and Psychotropic Substances (Control) Act, The Tobacco Control Act, 2007 and The Public Health (Tobacco Products Control) Rules, 2006 thereon;
9. not without the prior consent of the Grantor to erect any pole, mast, wire or other apparatus upon the exterior of the Space and not affix to or exhibit on the outside of the Land nor display anywhere on the exterior of the Land any placard, sign, notice, fascia board or advertisement;
10. not commit at the Space or on the Land any offence under the provisions of the Environmental Management and Co-ordination Act, 1999 (**EMCA**);
11. not install any internal demountable partitions in the Space without the prior written consent of the Grantor which shall not be reasonably withheld and, where applicable, the County Government and at the expiry or earlier termination of the Term (as the case may be) the Grantee shall at the Grantee's sole cost and expense remove any demountable partitions and furnishings installed by the Grantee in the Space and make good any part or parts of the Space which may be damaged by such removal and (without prejudice to the Grantor's rights under this License Agreement) any such partitions furnishings or decorations not removed at expiry or earlier termination of the Term (as the case may be) shall at the option of the Grantor belong to the Grantor absolutely or be removed by the Grantor at the sole cost and expense of the Grantee;
12. not transfer, assign, sublet, give or grant a license or sub-license over or otherwise part with the possession of the Space or any part thereof and it is hereby agreed and declared that upon any breach by the Grantee of this provision, the Grantor shall have a right to terminate this License Agreement and re-enter the Space upon which the Term shall determine absolutely;
13. not permit any open fire to be burned within the Space or keep or maintain any inflammable, toxic, poisonous, dangerous, explosive or noxious material or substance within the Space;

14. not without the prior consent in writing of the Grantor permit to be brought into the Building that may be erected on the Space any furniture, machinery or other equipment or articles likely to overload the floors or electrical outlets of the Building beyond the margin of safety from time to time prescribed by the Grantor or its architect and to indemnify on a full and unqualified indemnity basis the Grantor on demand against all loss and damage sustained by the Grantor arising out of a breach of this sub-clause and further to ensure that all mechanical equipment shall be fastened so as to absorb and prevent vibration noise and annoyance;
15. at least fourteen (14) days prior to the expiration or earlier termination of the Term, clean off and paint all the inside parts of the any building that may be erected on the Space previously painted at the commencement of this License Agreement in a proper and workmanlike manner and to the same standard as at the commencement of this License Agreement;
16. in the event of the Building or the Space or any part thereof or of the Grantor's fixtures and fittings or any part thereof or of the electrical equipment or any part thereof being damaged or destroyed by fire or other perils insured against by the Grantee at any time during the Term and the insurance money under any such insurance effected by the Grantor being wholly or partially irrecoverable by reason of any act omission negligence or default of the Grantee or its servants agents or visitors forthwith (in addition to the License Fee), pay to the Grantor the whole or (as the case may require) a fair proportion of the cost of rebuilding and reinstating the areas and/or the Grantor's fixtures and fittings or any part thereof and/or electrical equipment or any part thereof so damaged or destroyed. Any dispute as to the amount to be paid by the Grantee pursuant hereto shall be referred to arbitration in accordance with the provisions of the Arbitration Act, 1995;
17. within seven (7) days of the service thereof give full particulars to the Grantor of any notice, order or proposal affecting the Space given made or issued under or by virtue of any law or any rule regulation order or direction thereunder or under the by-laws of any Competent Authority in Kenya;
18. indemnify the Grantor on demand on a full and unqualified indemnity basis against any actions, claims and demands arising out of or pursuant to any leakage or overflow of water or any noxious substance from the Space whether or not caused by the negligence of the Grantee or the Grantee's servants, agents', employees or visitors;
19. ensure that at all times the Grantee's use of electric current on the Space shall not exceed the capacity of the existing feeders to the Building or the Space;

20. make good any damage caused to the Space or the Building cause by the moving of any furniture goods or other articles into or out of the Space or resulting from fire explosion, air conditioning or electrical short circuits, leakage of water or steam or by bursting or leaking of pipes or plumbing works or from any other cause of any other kind or nature whatsoever as a result of the carelessness, omission, neglect, improper or negligent conduct or misconduct of the Grantee the Grantee's servants, employees, agents, visitors or licensees;
21. permit the Grantor and its agents and all other persons authorized by the Grantor with or without workmen and others and with all necessary tools appliances and apparatus at any time with or without notice to enter upon the Space in the case of fire or to repair defective lavatory fittings water pipes or electric services or for the purpose of examining the condition thereof or doing such repairs alterations additions improvements renewals or other things as may be required to the Space or to the electricity or water supply or drainage in or under any part of the Space the Grantor using all reasonable efforts to cause as little inconvenience as is possible provided always that the License Fee hereby reserved shall not be in any way abated while such repairs alterations additions improvements and renewals or other things as aforesaid are being done nor shall the Grantor be liable to the Grantee in any way for loss or interruption of business of the Grantee arising therefrom;
22. insure the Grantee's property and assets in the Space and all plate glass in the Space against breakage and third-party risks to the full value thereof and so often as any such plate glass shall be broken or damaged to reinstate the same with all practicable speed;
23. in the event at any time the Grantee not being personally present to open and permit entry by the Grantor to the Space when for any reason entry thereto shall be necessary or permissible, permit entry by the Grantor or its agent or agents by means of a master key or forcible entry without rendering the Grantor or such agent or agents liable therefor and without in any manner affecting the provisions agreements conditions restrictions stipulations and provisions of this License Agreement;
24. use the Space in a lawful and orderly manner and nothing shall be done or omitted to be done or permitted contrary to any law or regulations for the time being in force relating to the use of the Space and in the event of the Grantor being made liable for any breach thereof attributable to any act default or omission of the Grantee its servants agents visitor or licensees the Grantee shall forthwith on demand indemnify the Grantor against all and every fine penalty damage and costs incurred or paid or suffered by the Grantor in consequence of such breach;
25. not do or permit or suffer to be done upon or within the Space anything which may be

or become a nuisance or annoyance to or in any way interfere with the quiet user of any adjoining or neighboring premises;

26. perform and observe all provisions agreements conditions restrictions stipulations and provisions affecting the Space and under which the Space are held and will not at any time do or omit or suffer anything whereby the title to the Land may be avoided or forfeited and will at all times keep indemnified (on a full and unqualified indemnity basis) the Grantor from and against all actions proceeding costs damages claim demands and liabilities for or in respect of any breach which may be committed, during the Term by the Grantor its servants agents visitors or licensees of the said provisions agreements conditions restrictions stipulations and provisions;
27. (notwithstanding that this License Agreement does not create a lease of the Space and that the Grantee is not a tenant but merely a licensee) not part with the possession or otherwise howsoever dispose of the Space or any portion thereof and not create or permit to subsist or arise any security interest or other encumbrances over the Space (or any part thereof) and it is hereby declared that upon breach by the Grantee of the terms of this sub-clause the Grantor shall terminate this License Agreement immediately without notice but without prejudice to any right of action or remedy of the Grantor in respect of any antecedent breach of the undertakings and License Agreements by the Grantee herein contained; and

5. NO RIGHT TO USE CERTAIN NAMES WITHIN THE BUILDING

- 5.1 At all times during the Term, the Lessee shall not in any way use or display the “**TSAVO**” name, brand or logo or the name, brand or logo of the Grantor or the Grantor’s affiliates or related parties in any of the Grantee’s advertising, promotions, branding, posters, properties, marketing materials, trade displays or published statements or for any other commercial or other purposes at the Building or while occupying the Premise (it being acknowledged and agreed by the Grantee that the Grantor shall have full autonomy and discretion to determine and decide upon any aspect of this clause) AND any breach of this provision shall lead to automatic termination of tis License Agreement.

6. ACKNOWLEDGEMENTS AND AGREEMENTS BY THE GRANTEE

- 6.1 It is hereby acknowledged and agreed by the Grantee as follows:
 1. the Grantee will at all times occupy the Space under this License Agreement as a **licensee** only and nothing contained in this License Agreement will be construed to give rise to any right to a lease in favour the Grantee;

2. that the Grantee does **not** enjoy exclusive possession of the Space and the Grantor its servants and agents shall be entitled at any time and from time to time to enter on the Space for whatsoever purpose the Grantor shall deem necessary or desirable including (without limitation) to use the Space and/or to access or egress from the Land;
3. that this License Agreement is personal to the Grantee and the Grantee shall not assign or transfer any of his rights (which being personal shall not be capable of being assigned) under this License Agreement to any person;
4. the Grantor shall not be liable for any loss, inconvenience, damage or injury to the Grantee, its employees, agents, visitors or licenses or the property of the Grantee or any such persons caused by:
 - a. any defective or negligent work, construction or maintenance of the Land;
 - b. any lack or shortage of electricity, water or drainage;
 - c. any burglary or theft (whether at the Space or on the land);
 - d. any act or default (whether negligent criminal or otherwise) of any caretaker attendant or other servant (including any day and night watchman) employed in any capacity whatsoever or of the Grantor's agents or licensees; and
 - e. any fire howsoever occurring.
 - f. any failure to provide services; and
5. the Grantor has made no representations or promises with respect to the Space save and except as herein expressly set forth. The occupation of the Space by the Grantee shall be conclusive evidence as against the Grantee that the Grantee accepts the same as it is and that the Space and any fixtures fittings and all equipment and apparatus therein (if any) were in good and satisfactory condition at the time of occupation.

7. DEFAULT, REPOSSESSION & DISTRESS FOR RENT

7.1 In the event that the payable rent is not paid when it falls due, or if the Grantee fails to perform and observe the terms contained in this Agreement or implied and does not comply with the notices issued as stated below, it shall be lawful for the Grantor through his rightful agents at any time thereafter to impose default interest and repossess the Unit without prejudice to any right of action or remedy available to the Grantor in law in respect of any antecedent breach of any of the covenants herein contained or implied.

7.2 By signing this Agreement, hereby expressly grants consent to the Grantor to withhold the

release of any goods upon termination of the Lease as lien until full payment of the outstanding rent and utilities and any interest or penalty accruing as provided for in the Distress for Rent Act CAP 283 Laws of Kenya.

8. PERSONAL DATA

8.1 The Grantor requires the Grantee to provide his/her personal data for purposes of executing, performing, completing and enforcing this Agreement including, but not limited to, the following:

1. Copy of National ID/Passport.
2. Copy of KRA Pin Certificate
3. Email Address • Telephone Number.
4. Biometric data for the sole purpose of identification, access, and security within the Building.
 - a. Any Grantee declining to provide such personal data or information shall not be accepted as a Lessee and the Grantor shall reserve the right of admission to the unit.
 - b. The Grantor hereby undertakes that personal data and any other information relating to or collected from the Grantee shall be collected and processed in accordance with the Data Protection Act 2019, Laws of Kenya.
 - c. By signing this Agreement, the Grantee hereby consents to their personal data being collected and processed for the purposes of execution, performance, completion and enforcement of this Agreement.

9. TERMINATION

9.1 Notwithstanding clause 7.1 above the Grantor may, prior to expiry of the Term, terminate this License Agreement forthwith in any of the following events:

1. if the Grantee fails to comply with any term or condition of this License Agreement;
2. if the Grantee breaches the provisions of clause 5 in any way; or
3. if the Grantee becomes insolvent or insolvency proceedings are commenced against the Grantee.
 - a. Either party may terminate this License Agreement with three (3) month's written notice to the other party provided that if there is a subsisting default on the part of the Grantee, then the Grantor shall be entitled to enforce clause 7.1 against

the Grantee.

- b. Notwithstanding the above, the Grantee must provide the Grantor with a sixty (60) days' written notice prior to vacating the premises.
- c. In the event that the Grantee provides a 60-day vacating notice within the last ninety (90) days of the Term, such notice shall be deemed sufficient to satisfy both the termination and vacating notice requirements, provided all other conditions under this Agreement are fulfilled. Upon termination, the Grantee shall immediately vacate the premises, leaving it in its original state, subject to normal wear and tear, and shall settle any outstanding obligations as per the terms of this Agreement.
- d. Termination of this License Agreement under clauses 8.1 or 8.2 shall not release or otherwise absolve the Grantee from its liabilities, duties and obligations accrued due to the date of the termination until such liabilities, duties or obligations and the accounts relating thereto shall have been fully settled and discharged.

9. UPON TERMINATION

9.1 Upon termination of this License Agreement (and the License) the Grantee will:

1. immediately cease using the Space; and
2. immediately vacate the Space and remove any of the Grantee's property from the Space and leave the Space in the original state it was upon taking occupation reasonable wear and tear expected and to deliver the Space to the Grantor with all locks fastenings keys, it being acknowledge that any continued occupation of the Space and/or the Land by the Grantee after the date of termination shall constitute trespass on the part of the Grantee.

10. GENERAL

10.1 The Grantor may assign and transfer at any time all or any of its rights and obligations under this License Agreement.

10.2 No failure or delay by the Grantor in exercising any right, power or privilege shall impair the same or operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and not exclusive of any right and remedies provided by law.

10.3 The Grantee shall immediately on demand by the Grantor indemnify the Grantor against any loss, cost, expense, damage or liability suffered or incurred or sustained by the Grantor as a consequence of the occurrence of any Termination Event.

10.4 If the Grantee wishes to renew this License Agreement for a further term, then provided the Grantee has given the Grantor at least three (3) months' written notice and has materially complied with the terms and conditions of this License Agreement, then the Grantor may in its sole discretion extend the term in the form of an Addendum at such license fee, service charge and terms as may be agreed by both parties.

10.5 Subject to the Grantee paying the Licence Fee and meeting all its obligations under this License Agreement, the Grantor agrees:

- a. to keep the exterior of the Space and exterior water and sanitary apparatus, electrical wiring and any concealed plumbing and wiring in good and tenantable repair and condition;
- b. to allow the Grantee to peaceably occupy and enjoy the Space during the said term without interruption; and
- c. to insure and keep insured the Building (other than any items which the Grantee provisions to insure herein) against loss or damage by fire and other natural risks provided always that the Grantor shall not be under any obligation to insure the Grantee's fixtures or fittings installed by the Grantee in the Space nor to insure any broken windows which are as result of the acts or omissions of the Grantee or its servants, agents, employees and visitors nor to insure any broken toilets, sinks or shelves inside the Space.

- a. If for any reason beyond the Grantor's control any utilities (including without prejudice to the generality of this sub-clause water and electricity) are disrupted or rationed the Grantee will have no claim whatsoever against the Grantor.
 - b. Notwithstanding anything herein contained, the Grantor shall not be liable to the Grantee, nor shall the Grantee have any claim against the Grantor in respect of:
 - a. any interruption in any services because of repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire water Act of God or by matters beyond the Grantor's control or because of mechanical or other defect or breakdown or other inclement conditions or unavoidable shortage of fuel electricity materials water or labor; and

- b. any act, omission or negligence of any attendant or other servant of the Grantor in or about the performance or purported performance of any duty relating to the provision of the said services or any of them.

11. NOTICE

- 11.1 Any notice to be given or made by one party hereto to the other shall be in writing and shall be deemed made and served when left at the Space (in the case of a notice to the Grantee) or when delivered to the official offices of the Grantor (in the case of a notice to the Grantor) or when delivered by email to the official email address of either party.

12. ENTIRE AGREEMENT

- 12.1 This License Agreement constitutes the entire agreement between the parties hereto and supersedes all previous oral and written agreements (if any) between the parties and no other terms warranties representations or conditions (whether written or oral) will be included or implied unless agreed upon in writing and executed by the parties hereto or an authorized officer or representative (as the case may be) of each of the parties to this License Agreement.

13. LAW

- 13.1 This License Agreement shall be governed by and construed in accordance with the laws of the Republic of Kenya.

IN WITNESS WHEREOF the parties hereto have caused this License Agreement to be duly executed as of the day and year first above written.

EXECUTION

THE GRANTOR:

SIGNED by Director of
TSAVO LIFESTYLE LIMITED



THE GRANTEE:

SIGNED by Director of
ABANCHIQ SCHOOL OF FORMULATION
Humphrey Otieno

Signature:	
Date:	
ID/Passport No.:	30516692
KRA PIN No.:	