

Republic of Kenya AGREEMENT

Ruth Wahu Muiga
Tel: 0726 301589
ID No: 20092017
NAIROBI

Dear Madam,

**RE: LEASE AGREEMENT TO OCCUPY SHOP NO. S15
ON L.R.NO. KIAMBAA/THIMBIGUA/4103.**

We hereunder draw up the principle terms of Lease under which our principal is willing to allow occupation of the above space on temporary basis.

1. PARTIES

Lessors

Eddah Wanjiru Kamau
P.O. Box: 497-20100
NAKURU

Lessee(s)

Ruth Wahu Muiga
Tel: 0726 301589
ID No: 20092017
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2. PROPERTY

Premises marked as Shop No. S15 on L.R. No. Kiambaa/Thimbigua/4103 -
Banana Hill.

3. TERMS OF LEASE

The licence shall run for a period of Five (5) Years & Three (3) Months with
effect from **1st DECEMBER 2022.**

4. EXCLUSIVE RENT

The exclusive fee is Kshs. 14,000/- per month
Service charge of kshs.1,000/-.

5. MODE OF PAYMENT

The rent shall be payable Monthly in advance with effect from 1st December 2022

8. SECURITY DEPOSIT

Rent deposit of Kshs. 30,000/- & electricity deposit of Kshs. 2,500/- (**Both are Refundable**)

9. RENT ESCALATION

The lease shall incorporate a rent escalation of 20% after every Two (2) years Six (6) months of the lease with effect from 1st December 2022.

10. USAGE

The user will be a **"THEORY ROOM"** only and no other use shall be conducted without consent from the Landlord or the authorized agent's in writing.

11. LEASE PREPARATION

This lease shall be prepared by the Lessor's managing agents and a non-refundable fee of Kshs. 3,000/- borne by the lessee.

12. OTHER TERMS

- a) The lessee will not assign, sublet or part with Possession of the demised space without consent in writing from the lessor and the lessor shall be entitled to withhold such consent in its absolute discretion without assigning any reason.
- b) The lessee shall not carry out or permit to be carried out any additions, alterations or modifications to the demised premises or any part thereof without the consent in writing of the lessor and the lessor shall

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withhold such consent in its absolute discretion without assigning any reason.

c) No transfer of the lease shall be affected without the lessor's consent in writing. If the lessor consents to the transfer of the lease, the lessees shall pay fees in respect of the process and any legal incidentals thereto.

c) It is mutually agreed that any fee that falls overdue (after 6th day of every proceeding month) shall attract interest at a rate of 10% each month if it remains due and the same shall be construed as fee owing and distrainable accordingly; and all bounced cheques shall be repaid with bank charges in cash recollection fees of Kshs. 5,000/- .

d) It is mutually agreed that it is the responsibility of the lessee to ensure his/her properties are properly secured under reputable insurers against damage by fire and or burglary.

e) The lessee will be expected to confine his /her wares to the space let. Obstruction of the pathway by displaying goods on the corridor will amount to breach of contract resulting to termination of tenancy.

f) The lessee shall be responsible for any damage incurred during the tenancy, by replacing lost, broken or damaged items with similar ones.

g) If the lessee abides by all that is contained herein, then the lessor shall give the lessee a option to renew the lease for another term.

The lessee(s) should however, signify desire to renew the said lease by giving a three (3) month notice to the lessor or the authorized agents in



Masterways
REAL ESTATE

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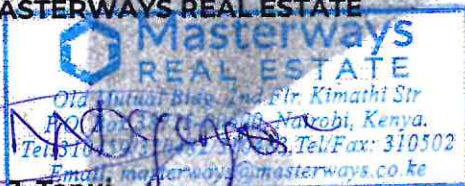
writing before expiry of the term of the present lease. Rent for the new lease shall be the prevailing market rent.

13. ACCEPTANCE

If you agree to this offer and accept the contents herein,
please sign and return the documents together with your payments.

Yours faithfully,

MASTERWAYS REAL ESTATE



R. J. Tanui

REGIONAL MANAGER

ACCEPTANCE

1. Signed for the Lessor: EDDAH WANJIRU KAMAU Date 16/2/23

EDDAH WANJIRU KAMAU

2. Signed by the Lessee: RUTH WAHU MUIGA Date 13/02/2023

RUTH WAHU MUIGA

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