

REPUBLIC OF KENYA**THE LAND REGISTRATION ACT****THE LAND REGISTRATION (GENERAL) REGULATIONS, 2017**

Date Received	Presentation Book No.	Official Fees Paid
.....	Kshs.

LEASE**TITLE NUMBER: KAJIADO/KAPUTIEI NORTH/111**

Date of Lease	
Lessor	ESQUIRE INVESTMENTS LIMITED P.O. BOX NUMBER 35753, 00200 NAIROBI.
Lessee	STANDARD CHARTERED BANK KENYA LIMITED P.O. BOX 60240-00200 NAIROBI.
Demised Premises.	Lettable space on the Ground Floor of Kitengela Mall measuring approximately 210 ft² of office space together with the shared Common Areas.
Term	Six (6) years from the Commencement Date.
Rent	Kshs.50,820.00 (say Kenya Shillings Fifty Thousand Eight Hundred and Twenty only) per month, plus VAT.
Service Charge	Kshs. 4,200.00 (say Kenya Shillings Four Thousand Two Hundred only) per month plus VAT.
Cadastral Plan of the Demised Premises (where applicable)	
Sectional Plan(s) of the Demised Premises (where applicable)	

WHEREAS:

- A. The Lessor is registered as the absolute proprietor of **ALL THAT** piece of Land known as **Title Number: Kajiado/Kaputiei North/111** situate in Kajiado County in the Republic of Kenya and which is more particularly described in the Schedule hereto (hereinafter referred to as "**the Property**").
- B. The Property is charged in favour of KCB Bank Kenya Limited (hereinafter referred to as "the Chargee") vide a Replacement Charge registered against the title to the Property dated 13th May, 2019 and a Second Replacement Charge registered against the title to the Property dated 13th May, 2019 (hereinafter both jointly referred to as the "Charge").
- C. The Lessor has caused to be erected on the Property a building known as **KITENGELA MALL** (hereinafter called 'the Building') comprising of lettable commercial spaces and the usual conveniences connected therewith.
- D. The Lessor has agreed with the Lessee to grant to the Lessee a Lease over the Premises for the term subject to the terms and conditions of this Lease.

NOW THIS LEASE WITNESSETH as follows: -

1. DEFINITIONS

- 1.1 "**Architect**" shall mean an architect duly appointed/approved by the Lessor to approve any construction, partitions and/or alterations to the buildings;
- 1.2 "**Building**" means the development on the Land and comprising of lettable commercial spaces;
- 1.3 "**Charges**" means (i) the rent plus (ii) the Service Charge referred to in Clause 4 hereof;
- 1.4 "**Conduits**" means all pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires cables, channels flues, laser optical fibers, data or impulse transmission communication or reception systems and all other conducting media and includes any fixings, louvres, cowls and any other ancillary apparatus that are in on over or under the said Premises;
- 1.5 "**Contractual Term**" means Six (6) years with effect from **1st December, 2024**;
- 1.6 "**Financial Year**" means every period of one calendar year ending on the 31st day of December (or such other date as the Lessor shall decide) which shall occur during the continuance of this Lease or any part of a year ending on the expiration of the term granted by this Lease;
- 1.7 "**Insured Risks**" means the risks of loss of damage by fire, storm, tempest, earthquake, lightning, explosion, riot, civil commotion, malicious damage,

terrorism, impact by vehicles and by aircraft and articles dropped from aircraft, flood damage and bursting and overflowing of water pipes and tanks and such other risks whether or not in the nature of the foregoing as the Lessor acting reasonably from time to time decide to insure against and "insured Risk" shall be interpreted accordingly;

- 1.8 **"Interest"** means Four per cent (4%) per annum above the Kenya Banks Reference Rate;
- 1.9 **"Lease Commencement date"** shall mean the **1st December, 2024**;
- 1.10 **"Pipes"** means all pipes, sewers, drains, main ducts, conduits, gutters wires, cables, channels, flues and all other conduction media including any fixings, louvers and any other ancillary apparatus;
- 1.11 **"Permitted User"** means the use of the Premises as a **bank kiosk only** which shall not change during the Term. The legal provisions of the Title on user shall generally apply to the Lease throughout the Term;
- 1.12 **"Premises"** means the total lettable space area on the ground floor of the Building measuring approximately **210 ft²** delineated in orange on the Plan annexed hereto together with fixtures and fittings, the shared common area and certain other amenities and conveniences for the use and benefit of the Lessee;
- 1.13 **"Rent Commencement date"** shall mean the **1st December, 2024**;
- 1.14 **"Security Deposit"** means the amounts payable under Clause 4.3.1;
- 1.15 **"Specified Entity"** means a person, group of persons, trust, partnership, fund or an unincorporated association or organization which has been Gazetted by the Inspector-General as entity that has committed, prepared or attempted to commit or participated in or facilitated the commission of a terrorist act or an entity that is acting on behalf of, at the direction of or in association with an entity referred to in paragraph (a) under clause 4.29;
- 1.16 **"Surveyor"** unless where otherwise specified in this Lease means a Quantity Surveyor duly appointed/approved by the Lessor to quantify any construction; partitions and/or alterations; or damages to the buildings;
- 1.17 **"The Plan"** means the plan of the Premises; and
- 1.18 **"The Property"** means the property heretofore in the Recitals described.

2. INTERPRETATION

In this Lease where the context so admits: -

- 2.1 The expressions **"Lessor"**, **"Lessee"** and **"Guarantor"** shall where the context so admits include their respective personal representatives or

successors in title (as the case may be) and in the case of the Lessor, the duly authorized person to represent the Lessor and in the case of the Lessee any officer, agent, employee or person acting as such unless disclaimed as being so in writing by prior intimation to the Lessor.

- 2.2 Where the Lessor or the Lessee for the time being are two or more individuals the term the Lessor and the term the Lessee shall include the plural number and obligations expressed or implied to be made by or with such party shall be deemed to be made by or with such individuals jointly and severally.
- 2.3 Words importing the neutral gender include the masculine or feminine gender (as the case may be) and words importing the masculine gender include the feminine gender and vice versa and words importing the singular number include the plural number and vice-versa.
- 2.4 Where there are two or more persons included in the expression 'the Lessee' any act default or omission by the Lessee shall be deemed to mean any act, default or omission by any one or more of such persons.
- 2.5 The expression "**KITENGELA MALL**" shall include the expression "the building".
- 2.6 Reference to "**Consent of the Lessor**" or words to similar effect mean a consent in writing signed by or on behalf of the Lessor, including the consent of any Chargee having security over the Property and "approved" and "authorized" or words to similar effect mean (as the case may be) approved or authorized in writing by or on behalf of the Lessor.
- 2.7 The expression "**Common Parts**" and "**Common Area**" means the pedestrian ways, forecourts, entrance halls, landings, lift shafts, staircases, passages, kitchens, lavatories and washing conveniences (not exclusively used by the Lessee or exclusive to the other Lessees), and other areas including parking which are from time to time provided by the Lessor for common use by all the Lessees and Occupiers of the Building and all persons expressly or by implication authorized by them.
- 2.8 The expression the "Property" includes:
 - 2.8.1 All additions and improvement to the Property;
 - 2.8.2 All fixtures which shall from time to time be in or upon the Property except any such Lessee's Chattels installed by the Lessee that can be removed from the Property without defacing the same; and
 - 2.8.3 All pipes exclusively serving the Property and are on or under or over the Property.

- 2.9 The expression the "**Term**" includes the Contractual Term and any period of holding-over or extension or continuance of the Contractual Term whether by statute or common law.
- 2.10 Any reference to a specific Statute include any statutory extension or modification, amendment or re-enactment and any regulations or orders made under such Statute and any general reference to "Statute" or "Statutes" includes any regulations or orders made under such Statute or Statutes.
- 2.11 Where under this Lease the Lessee is liable to make any payment whether as a stipulated payment for some specific matter or by way of reimbursement for costs incurred by the Lessor or otherwise or as damages or otherwise ascertained in the matter prescribed the same at the Lessor's option without being obliged so to do may be recovered as the Rent whether specifically so stated in any relevant clause or not without prejudicing in any way the Lessor's right of re-entry reserved for breach or non-observance of any covenant agreement condition or stipulation of this Lease.
- 2.12 Reference in this Lease to any clause, sub-clause or Schedule without further designation shall be construed as a reference to the clause, sub-clause or Schedule to this Lease so numbered.
- 2.13 The Schedules, Attachments and Annexures to this Lease and any covenants and obligations contained therein shall form part of this Lease and shall be construed accordingly.
- 2.14 The Clause, paragraph and schedule headings and the table of contents, if any, do not form part of this Lease and shall not be taken into account in its construction or interpretation.

3. DEMISE

3.1 Demise

In consideration of the rent hereafter reserved and for the covenants and agreements by the Lessee hereinafter contained, the Lessor HEREBY LEASES to the said Lessee **ALL THAT** Premises as hereinbefore described TO BE HELD by the Lessee as a Lease for the Term.

3.2 Rights

The Lessor grants to the Lessee (in common with the Lessor and all others entitled):

- 3.2.1 The right for the Lessee and all other persons expressly or by implication authorized by it to passage to and from the Premises at all reasonable business hours as the Lessor may from time to time determine (provided that if the Lessee desires to use the said Premises beyond business hours prescribed or determined by the Lessor the Lessee shall give to the Lessor or the Lessor's authorized agent reasonable written notice of such Lessee's desire and the

Lessor will if the desire is in their opinion reasonable and justified make suitable arrangement for the Lessee and members of Lessees' staff to obtain access to the said Premises at such other time as the Lessee may reasonably require with or without vehicles of any description for all proper purposes connected with the use enjoyment and development of the Premises.

- 3.2.2 The right for the Lessee and all persons expressly or by implication authorized by it to use the Common Parts for all proper purposes in connection with the use enjoyment and development of the Premises.
- 3.2.3 The right to the free passage and running (subject to temporary interruption for repair, alteration or replacement and to the provisions of this Lease) of water, sewage, electricity, telephone and other services or supplies to and from the Premises in and through the pipes that now serve the Premises presently laid in, on, over or under other parts of the Premises.

3.3 **Exceptions and Reservations**

There are excepted and reserved from the demise herewith and in favour of the Lessor and all others now entitled or who may become entitled:

- 3.3.1 The free and uninterrupted passage and running of water, sewage electricity, telephone and other services or supplies from and to other parts of the Premises in and through the Pipes which now are or may after the date of this Lessee during the Term be in, under or over the Premises.
- 3.3.2 The right to construct and to maintain in, on, under or over the Premises at any time during the Term any outbuildings, pipes, easements or services for the benefit of any part of the Premises or any portion of the Property provided that the Lessor shall use its best endeavors to ensure that such construction does not interfere with the Lessee's exclusive right to quiet and peaceful possession of the Premises.
- 3.3.3 The right at any time during the Term and with at least Forty Eight (48) hours prior notice except in cases of emergency (or immediately in cases of emergency) to enter the Premises:
 - 3.3.3.1 To inspect the condition and state of repair of the Premises;
 - 3.3.3.2 To inspect, clean, connect or to repair, remove, replace with others, alter or execute any works whatever to or in connection with the pipes, easements or services referred to in sub-clauses 3.3.1 and 3.3.2;
 - 3.3.3.3 To view the state and condition of and repair and maintain the Premises and any other buildings erected on the premises after the date of this Lease;

- 3.3.3.4 To carry out work or do anything whatsoever comprised within the Lessor's obligations within this Lease;
 - 3.3.3.5 To take schedules or inventories of fixtures, fittings and other items to be yielded upon the expiry of the Term; and
 - 3.3.3.6 To exercise any of the rights granted to the Lessor by this Lease.
- 3.3.4 The right to erect scaffolding at all reasonable times for the purpose of inspecting, repairing or cleaning the Premise after the date of this Lease notwithstanding that such scaffolding may temporarily restrict the access to or use and enjoyment of the Premises.
- 3.3.5 The rights of light, air, support, shelter, protection and all other easements and rights now or after the date of this Lease belonging to or enjoyed by other parts of the Premises and any adjoining property owned by or in the possession of the Lessor.

4. THE LESSEE'S COVENANTS

The Lessee covenants and agrees with the Lessor:-

4.1 Rent

- 4.1.1 Subject to other terms of this Lease, the Rent shall be payable quarterly in advance, in any event on or before the 5th day of the succeeding month of every quarter, and at the rate of **Kshs. 50,820/= (say Kenya Shillings Fifty Thousand Eight Hundred and Twenty only) plus VAT per month;** free of any deductions, offsets and or counterclaims.
- 4.1.2 The initial rent payable shall be **Kshs.152,460/= (say Kenya Shillings One Hundred and Fifty Two Thousand Four Hundred and Sixty plus VAT per quarter.**
- 4.1.3 There shall be a fifteen percent (15%) increment after every two (2) years on the rent due under this Lease throughout the Lease Term.
- 4.1.4 Subject to clause 4.1.2, rent due under this Lease shall be payable as follows:
 - 4.1.4.1 For the period commencing **1st December, 2024 to 30th November, 2026**, the monthly Rent shall be **Kshs. 50,820/= (say Kenya Shillings Fifty Thousand Eight Hundred and Twenty only) plus VAT per month;**
 - 4.1.4.2 For the period commencing **1st December, 2026 to 30th November, 2028**, the monthly Rent shall be **Kshs. 58,443/= (say Kenya Shillings Fifty Eight Thousand Four Hundred and Forty Three only) plus VAT per month;** and

4.1.4.3 For the period commencing **1st December, 2028 to 30th November, 2030**, the monthly Rent shall be **Kshs. 67,209.45/= (say Kenya Shillings Sixty Seven Thousand Two Hundred and Nine and Forty Five Cents only) plus VAT per month.**

4.1.5 Any amounts expressed as due and payable by the Lessee under this Lease and the same remain outstanding for a period of fourteen (14) days from such date, whether legally demanded or not, shall attract interest at the rate provided from the date when they were due to the date on which they are paid and such Interest will be recoverable by the Lessor as additional rent;

4.1.6 Nothing in the preceding Clause shall entitle the Lessee to withhold or deny any payment of the rents or other sum due under this Lease after the date upon which they fall due or in any way prejudice, affect or derogate from the rights of the Lessor in relation to such non-payment (but without prejudice to the generality of the above) under the proviso for re-entry contained in this Lease.

4.1.7 All the rent and Security Deposit payments under this Lease shall for the time being be made to the following bank account details as provided herein below:-

ACCOUNT NAME: ESQUIRE INVESTMENTS LIMITED
ACCOUNT NUMBER: 1223268233.
BANK: KCB BANK KENYA LIMITED
BRANCH: GATEWAY BRANCH, MOMBASA ROAD
BRANCH CODE: 01-204
SWIFT: KCBLKENX

4.2 Service Charge

4.2.1 Subject to other terms of this Lease, the Service Charge payable under this Lease shall be at the monthly rate of **Kshs. 4,200.00 (say Kenya Shillings Four Thousand Two Hundred only) plus VAT** (or such other amount as the Lessor shall prescribe from time to time) which shall be payable quarterly in advance, in any event on or before the 5th day of the succeeding month of every quarter, as contribution towards the collective account/fund for the use and account of the Lessor for the provision of the services defined in Clause 4.2.3 herein below.

4.2.2 The initial service charge payable shall be **Kshs. 50,400.00 (say Kenya Shillings Fifty Thousand Four Hundred only) plus VAT** per annum.

4.2.3 Subject to payment of service charge as stipulated in clauses 4.2.1 and 4.2.2 above by the Lessee and other Lessees, the Lessor shall provide the following services: -

4.2.3.1 To maintain and keep clean the common areas;

- 4.2.3.2 To keep the common areas in reasonable and substantial state of repair and condition;
- 4.2.3.3 To keep lighted the access ways and the common areas in general;
- 4.2.3.4 To pay and discharge all Land rent, rates, taxes, charges, duties, assessments and impositions whatsoever which now are or shall at any time hereafter during the Term be assessed, imposed on or payable in respect of the common areas;
- 4.2.3.5 To arrange and pay for the collection and disposal of refuse and garbage from the common parts of the Property;
- 4.2.3.6 To engage such security personnel as the Lessor may deem fit for the provision of adequate security for the common areas PROVIDED THAT the Lessor will not be liable for loss of anything or damage in the Leased Premises occasioned by breach of the said security;
- 4.2.3.7 To employ and equip such staff including cleaners and gardeners or outside contractors and professionals as shall be both reasonable and necessary for the purpose of carrying the obligations and providing the services set out in this Schedule;
- 4.2.3.8 To pay for all electricity charges (whether for light or power) relating to electric current consumed in the common parts of the Building including (but without prejudice to the generality of the foregoing) the operation of the passenger lifts and the replacement of electricity light bulbs fluorescent tubes and other similar devices;
- 4.2.3.9 To cater for the cost of all oil or other fuel (not being electricity) used for the operations of the generators replacing, rehabilitating, improving and renovating of any lifts generators plant apparatus machinery or other equipment in the Building and not electrically operated;
- 4.2.3.10 To cater for the cost of water supply including all cleaning and other materials employed in connection with the cleaning and maintenance of the common areas of the Building the kitchen facilities lavatories and other sanitary and washing conveniences (not otherwise Licensed) all charges incurred in the cleaning of windows of the Building and all the water sanitary and conservancy charges payable in respect of the Building;
- 4.2.3.11 To cater for the cost of the charges incurred by the Lessor in connection with the maintenance of the lifts, the water pumps (if any) and all other electrically operated apparatus and machinery belonging to the Lessor in the Building and also all charges in respect of the periodical redecoration and building maintenance of the common areas of the Building and the Kitchens, lavatories and other sanitary and washing conveniences (not otherwise Licensed) and also all costs connected with the repairs to the

redcoration of the Building excluding repairs of the structural or external nature;

4.2.3.12 The management of the Building including (without prejudice to the generality of the foregoing) the rental value of the accommodation of the caretaker of the Building, the cost of uniforms and working dress for the Lessor's staff, the fees of the Lessor's managing agents (if any) for the time being and also of the Lessor's auditors in relating to the management of the Building (but not otherwise);

4.2.3.13 Paying the premiums and any other charges payable by the Lessor in relation to the Building all insurance in respect of:-

- i. loss or damage by fire, lightning, earthquake, explosion, riot, strike, malicious damage (by third parties, not the Lessee), storm, tempest, burst pipes and overflowing of water tanks, flood impact, aircraft and subterranean fire;
- ii. loss or damage by acts of terrorism, sabotage, mutiny, insurrection, rebellion or coup d'état;
- iii. malicious damage to the property;
- iv. public liability;
- v. workman's compensation; and
- vi. loss of rent.

4.2.3.14 Paying the Head Rent payable to the Government of the said Republic;

4.2.3.15 Paying any rate or rates (whether original substituted or additional) payable under the Valuation for Rating Act (Chapter 266 of the Laws of Kenya) and/or any Act or Acts amending or replacing the same;

4.2.3.16 Paying any fee charge or other imposition which may at any time during the said term be assessed imposed or become payable to the County Government of Kajiado or other County Government for the time being having Jurisdiction in the area where the said premises are situate pursuant to the provisions of the County Governments Act (No. 17 of 2012) as from time to time in force in such area of Jurisdiction **PROVIDED** that the Lessee shall not be liable to pay any fee charged or other imposition assessed or imposed on the rents received or receivable by the Lessor under this Lease or arising out of any sale or other dealing with the Lessor's interest in the building; **PROVIDED HOWEVER** that: -

The service charge for which this sub-clause provides shall be the same proportion of the operating expenses of the Building as that which the floor space of the said premises bears to the total floor space of the Building (which expression shall for the purposes of this sub-clause mean and include the areas of floor space already let or otherwise occupied at the date of commencement of the said term and the areas of floor space remaining unless at the same date and also the common areas of the Building and the Kitchens, lavatories and other sanitary and washing conveniences).

4.2.3.17 Costs for the provision of security and fire-fighting equipment for the building;

4.2.3.18 Costs for waste disposal and gardening.

- 4.2.4 The cost of providing the services listed under clause 4.2.3 above shall be computed annually and shall be certified by the auditors for the time being of the Lessor. Immediately after each Computing Date the Lessor shall prepare a statement of Expenditure for the Financial Period ending on that Computing Date;
- 4.2.5 The monthly Service Charge payable under clause 4.2.1 above shall be subject to review annually based on the total cost of the services as certified by the said auditors and apportioned to each Lessee in proportion to the Premises;
- 4.2.6 If any amounts expressed as due and payable by the Lessee under this Lease shall remain outstanding for a period of fourteen (14) days from such date, whether legally demanded or not, shall attract interest at the rate of Four per cent (4%) per annum above the Kenya Banks Reference Rate from the date when they were due to the date on which they are paid and such Interest will be recoverable by the Lessor as additional rent; and
- 4.2.7 Nothing in the preceding Clause shall entitle the Lessee to withhold or deny any payment of the rents or other sum due under this Lease after the date upon which they fall due or in any way prejudice, affect or derogate from the rights of the Lessor in relation to such non-payment (but without prejudice to the generality of the above) under the proviso for re-entry contained in this Lease.
- 4.2.8 All the service charge payments (including the service charge deposit) under this Lease shall for the time being be made to the following bank account details whereof are as provided herein below:-

ACCOUNT NAME: ESQUIRE INVESTMENTS LIMITED
ACCOUNT NUMBER : 1223268233.
BANK: KCB BANK KENYA LIMITED
BRANCH: GATEWAY BRANCH, MOMBASA ROAD
BRANCH CODE: 01-204
SWIFT: KCBLKENX

4.3 **Security Deposit**

- 4.3.1 Prior to offering possession and after the acceptance of the Head lease terms, the Lessee shall make payment for the following costs:
- 4.3.1.1 An amount equivalent of Three (3) months' Rent and Three Months' Service Charge ("the **Security Deposit**") in the sum of **Kshs.165,060/= (say Kenya Shillings One Hundred and Sixty Five Thousand and Sixty only) exclusive of VAT.**
- 4.3.2 Upon the revision of the service charge payable, the Lessee shall top up the Security Deposit to ensure that the Security Deposit held by the Lessor is equivalent to three (3) months' Security Deposit of the current period.

- 4.3.3 The Lessee cannot use the Security Deposit on account of the payment of Rent or Service Charge for the last month (or longer period) of the term of the Lease.

4.4 **Outgoings and Taxes**

To pay to the Lessor;

- 4.4.1 All rates, taxes, assessments, duties, charges, impositions and outgoings which are now or during or in respect of any time falling within the Term charged or assessed or imposed upon the Premises excluding any payable by the Lessor such proportion being calculated on the basis of the ground area in respect of the Premises in proportion to the Premises;
- 4.4.2 Any VAT or similar charges imposed on the Lessor, or required to be paid by the Lessor and/or Lessee on the receipt of the Rent during the term.

4.5 **Repairs, Cleaning, Decoration and Restoration**

- 4.5.1 To repair and clean the interior of the Premises and keep them in a clean condition;
- 4.5.2 Not to deposit or permit to be deposited any waste, rubbish or refuse on or in any part of the Premises other than in the refuse chute or receptacles designated for that purpose;
- 4.5.3 Prior to the expiry of this Lease, to restore the Premises in a good and workmanlike manner and with the appropriate materials of good quality to the reasonable satisfaction of the Lessor the tints and colours and patterns of such decoration to be approved by the Lessor, similar to the condition at the commencement of the Lease.

4.6 **Structural Repairs**

To carry out any repairs to the interior of the Premises caused by or resulting from or arising out of default of the Lessee or occupiers of the premises, its servants, licensees or invitees with reference to the maintenance or user of any pipes or sanitary, water or electrical apparatus therein.

4.7 **Waste and Alterations**

- 4.7.1 Not to commit any waste or to make any addition or alteration whatsoever to the Premises except as permitted by the provisions of this Clause.
- 4.7.2 **Pre-conditions for Alterations**

The Lessee must not make any alterations (including the installation of any internal partitions) to the Premises unless it first:

- 4.7.2.1 Obtains and complies with the necessary consents of the competent authorities and pays its charges for them;
- 4.7.2.2 Makes an application to the Lessor for consent (which shall not be unreasonably withheld or delayed) supported by drawings and where appropriate a specification in duplicate prepared by an architect or a member of some other appropriate profession who must supervise the work throughout to completion;
- 4.7.2.3 Pays the fees of the Lessor, any head Lessor, any Chargee and its respective professional advisers;
- 4.7.2.4 Enters into any covenants the Lessor requires as to the execution and reinstatement of the alterations; and
- 4.7.2.5 Obtains the consent of the Lessor whose consent may not be unreasonably withheld or delayed.
- 4.7.2.6 **PROVIDED THAT** all electrical installations alterations repairs and maintenance relating to the Building shall exclusively be undertaken and carried out by the Lessee with the Lessor's consent and at the Lessee's expense. No independent contractors shall be allowed to undertake such electrical works under any circumstance.
- 4.7.3 Not to do nor permit to be done upon or within the premises anything which in the opinion of the Lessor (which opinion shall be final and conclusive) may be or become a nuisance or annoyance to or in any way interfere with the quiet user of other portions of the Building or any adjoining or neighbouring premises and without prejudice to the generality of the foregoing the Lessee may not store or use any noxious or odoriferous substance upon the premises;
- 4.7.4 Will not use or suffer the use of any lavatories and water closets for the disposal of refuse or for any purpose which may cause a blockage;
- 4.7.5 Will not store or bring into the Premises, Building or the Property any articles, substance or liquid of an especially explosive nature (save as may be required by the Lessee for its particular business) and to comply with the requirements and recommendations of the fire authority and the requirements of the Lessor as to fire precautions relating to the Property. **PROVIDED THAT** in the event that the Lessor's insurers shall adjust the premia payable for the additional risk, the same shall be borne by the Lessee;
- 4.7.6 Will pay on demand all costs charges expenses (including advocate's costs and surveyor's fees) incurred by the Lessor for the purpose of or incidental to the preparation and service of a notice requiring the Lessee to remedy a breach of any of the Lessee's covenants and agreements in this Lease contained;

- 4.7.7 Will comply with and ensure that all persons under the Lessee's control comply with the current rules and regulations reasonably promulgated by the Lessor in respect of the Building;
- 4.7.8 Subject to Clause 4.7.2.6, not without the prior written consent of the Lessor first had and obtained install or alter the electrical points or electrical equipment or appliances on the premises and will not permit the overloading of the electricity supply; and
- 4.7.9 Will keep the premises free from vermin.

4.8 **Aerials, Signs and Advertisements**

- 4.8.1 Not to affix any external metal door radio or television aerial except with the consent of the Lessor (which shall not be unreasonably withheld or delayed) and in a place designated by the Lessor or its agents from time to time. **PROVIDED ALWAYS** that the Lessor shall at the request and cost of the Lessee allow the Lessee to fix any internal steel door which shall not interfere with the lift lobby finishes as provided by the Lessor;
- 4.8.2 Not without the prior written consent of the Lessor (which consent shall not be unreasonably withheld or delayed) erect any pole, mast or wire (whether in connection with telegraphic, radio or television communication or otherwise) upon the Premises;
- 4.8.3 Not to paint affix or exhibit any name or writing or any signboard placard or advertisement in the landings or passages upon or outside any entrance hall window roof or outside wall of the Building or on any private entrance door to the premises from the landings or passages giving access thereto save in conformity with the Lessor's architect's design in size type colour and placing and with the consent in writing of the Lessor first had and obtained **PROVIDED ALWAYS** that the Lessor shall at the request and cost of the Lessee affix the names of the Lessee in the frame or frames at or near to the entrance to the Building and upon and near the private entrance doorway to the premises in such manner as is approved by the Lessor;
- 4.8.4 If so required by the Lessor to pay for a suitable sign showing the Lessee's name and particulars of a size and kind which conforms with the design and layout reasonably selected by the Lessor to be affixed by the Lessor in the reception area of the Premises or such other area of the Premises as the Lessor shall reasonably determine or a board showing the names of the Lessee; and
- 4.8.5 To pay for all costs of any such advertisements as may be levied by any municipal authority as and when the same falls due and to comply with any laws and bylaws which may affect such aerials, signs or advertisements and keep the Lessor fully indemnified from all liability that may result therefrom.

4.9 **Statutory Obligations**

- 4.9.1 At the Lessee's own expense to execute all works and provide and maintain all arrangements upon or in respect of the Premises or the use to which the Premises are being put that are required in order to comply with the requirements of any Statute (already or in the future to be passed) or any government, department local authority other public or competent authority or court of competent jurisdiction if such requirements are imposed on the Lessee or the occupier, save in respect of structural faults or defects not caused by the Lessee and works and maintenance not required by virtue of any peculiarity of the Lessee's business.
- 4.9.2 To comply with and not to commit any offence under the provisions of the Environmental Management and Co-ordination Act, 2015 ("EMCA") and any subsequent modifications, amendments or re-enactments thereof and the directions of the National Environmental Management Authority ("NEMA") applicable to the activities of the company and in particular not to engage in or allow the engaging in of any activities in the Office resulting in any Environmental Matters (as herein defined). "**Environmental Matters**" means any waste or hazardous waste (as defined by EMCA), effluent, radiation, pollutant emissions, substance or activity perceived as capable of causing harm to man or other living organism or of damaging the environment or public or human health or welfare or to the conservation or protection of the environment or of man or any living organism or relating to nuisance, noise, defective Office or health.
- 4.9.3 Not to carry on any illegal and/or immoral activities in the Premises and without prejudice to the foregoing not to commit any offence under the provisions of the Narcotic Drugs and Psychotropic Substances (Control) Act.
- 4.9.4 The Lessee shall generally not do or suffer or omit to be done any act matter or thing which would infringe any statute order or regulation from time to time in force and generally under the laws of Kenya existing and in force for the time being including the Companies Act, (2015) (and the subsequent amendments thereof), and all statutes relating to land in Kenya.
- 4.9.5 Without prejudice to the generality of the above not to do or omit or suffer to be done or omitted any matter in contravention of the statutes, statutory instruments, rules, orders and regulations for the time being in force relating to the planning, control, development or any order directions or notices made or given thereunder and in particular to comply with the conditions attached to any permission for development given or to be given in relation to the Premises and the Property and the Building and at all times (without prejudice to any statutory indemnity in that behalf) to indemnify and keep indemnified the Lessor against all actions proceedings costs expenses claims objections representations or appeals in respect thereof as the Lessor may reasonably require.
- 4.9.6 To perform and observe all covenants agreements conditions restrictions stipulations and provisions affecting the premises and the title under which the

land upon which the Building is erected is held **AND** not at any time to do or permit or suffer anything to be done whereby the title to the land may be voided or forfeited **AND** at all times to keep indemnified the Lessor against all liability in respect of any breach committed during the term of any of the covenants agreements conditions restrictions stipulations and provisions;

- 4.9.7 At all times during the continuance of the term to comply with all Laws, Acts, Rules, Regulations or By-laws enacted, passed or issued by the Government or any local authority or the Lessor in relation to the 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, Rule, Regulation or By-law 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 premises or any part thereof whether by owner or occupier in consequence of the user of the premises for the purposes authorized by this Lease and at all times to keep the Lessor indemnified against all claims demands and liability in respect thereof.

4.10 **To keep in good and tenantable repair and condition**

The Lessor covenants to keep in good and tenantable repair:

- 4.10.1 All drains, gutters, drain pipes, water pipes, sanitary apparatus, wires and cables in or under the Premises which serve the premises; and
- 4.10.2 The common parts of the Property enjoyed or used by the Lessee.

4.11 **Access of the Lessor and Notice to Repair**

- 4.11.1 The Lessee covenants to permit the Lessor and its servants or agents upon at least Seventy Two (72) Hours prior notice (except in the case of an emergency):
- 4.11.1.1 to enter upon the Premises for the purpose of ascertaining that the covenants and conditions of this Lease have been observed and performed;
- 4.11.1.2 to view (and to open up floors and other parts of the Premises where so required in order to view) the state of repair and condition of the Premises; and
- 4.11.1.3 to give to the Lessee (or leave upon the Premises) a notice specifying any repairs, cleaning, maintenance or painting that the Lessee has failed to execute in breach of the terms of this Lease and to request the Lessee immediately to execute the same including the making good of such opening up (if any) **PROVIDED THAT** any such opening up shall be made good by and at the cost of the Lessor where such opening up reveals no breaches of the terms of the Lease.

- 4.11.2 Immediately to repair, clean, maintain and paint the Premises as required under this Lease.
- 4.11.3 If within seven (7) days of the service of such notice the Lessee shall not have commenced and be proceeding diligently with the execution of the work referred to in the notice or shall fail to complete the work within a reasonable period of time or if in the Lessor's reasonable opinion the Lessee is unlikely to have completed the work within such period to permit the Lessor, its servants or agents to enter the Premises to execute such work as may be necessary to comply with the notice and to pay the Lessor the cost of so doing and all expenses incurred by the Lessor (including legal costs and surveyor's fees) within seven (7) days of demand such expenses to be recovered as additional rent in the event of non-payment.

4.12 **Alienation**

- 4.12.1 Not to hold the Premises in trust for another and not to transfer, assign sub-let, charge or part with the possession of the Premises or any part thereof without the prior written consent of the Lessor (which shall not be unreasonably withheld or delayed) being obtained and of any Chargee holding a charge over the Property and the Building or the Premises **AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED THAT** upon any breach by the Lessee of this covenant it shall be lawful for the Lessor to re-enter upon the Premises without notice and thereupon the Term shall determine absolutely;
- 4.12.2 For the purposes of this sub-clause if the Lessee is a partnership firm business or limited liability company the transfer of the beneficial interest in more than fifty percent (50%) of its holding or issued share capital shall be deemed to be an assignment and shall require the consent of the Lessor;
- 4.12.3 The Lessor expressly reserves the right in its absolute and uncontrolled discretion and without assigning any reason therefore to withhold its consent absolutely to any assignment or parting with or sharing possession of or charging of the Premises by the Lessee;
- 4.12.4 Any consent by the Lessor to any assignment or parting with the possession of or charging of the Premises shall not in any way be construed as relieving the Lessee from the Lessee's obligation to obtain the express consent in writing of the Lessor to any further assignment parting with the possession of or charging of the Premises;
- 4.12.5 Prior to any permitted assignment the Lessee must procure that the assignee enters into direct covenants with the Lessor to perform and observe all the Lessee's covenants and all other provisions during the residue of the Term;

4.12.6 The Lessor may impose all or any of the following conditions on giving any consent for any assignment by the Lessee and any such consent is to be treated as being subject to each of the following:

4.12.6.1 that if reasonably so required by the Lessor on an assignment to a limited company the assignee must ensure that at least Two (2) directors of the company or some other guarantors acceptable to the Lessor enter into direct covenants with the Lessor in a form acceptable to the Lessor;

4.12.6.2 within Twenty-eight (28) days of any assignment or any transmission or other devolution relating to the Premises the Lessee must produce a certified copy of any relevant document for registration with the Lessor's Advocates and must pay the Lessor advocates charges for registration of any such document.

4.13 **User Nuisance and Residential Restrictions**

4.13.1 Not to use the Premises for any purpose other than the Permitted User. The user for the Premises is **a bank kiosk** and all activities akin to the operation of such a business;

4.13.2 The Lessee shall be required to declare in writing to the Lessor the business that they will be carrying out in the Premises and the nature of goods that they intend to store in the Premises before they execute this Lease.

4.13.3 Not to do or allow to remain upon the Premises anything which may be or become or cause in the sole opinion of the Lessor a nuisance, annoyance or disturbance, inconvenience, injury or damage to the Lessor or its Lessees or the owners or occupiers of other parts of the Property and or the Building or any adjacent or neighbouring buildings;

4.13.4 Not to use the Premises for a sale by auction or for any dangerous, noxious, noisy or offensive trade business manufacture or occupation nor for any illegal or immoral act or purpose;

4.13.5 Not to use the Premises and the Common Parts for the purposes of access to and egress from the Premises otherwise than between such hours (if any) as the Lessor may separately impose by way of a regulation to the Lessee or other lessees of the Premises;

4.13.6 Any extra cost of security or expenses involved in allowing such access to the Premises (if any) shall be borne by the Lessee and shall be invoiced separately by the Lessor;

4.13.7 Access to the Premises outside the permitted hours (if any) will be considered by the Lessor only after a written application is made to the Lessor stating the reasons for which such access is required;

- 4.13.8 Not to use the Premises as sleeping accommodation or for residential purposes nor keep any animal, fish, reptile or bird anywhere on the Premises;
- 4.13.1 Not to cease carrying on business in the Premises or leave the Premises continuously unoccupied for more than Fourteen (14) days without notifying the Lessor and without providing such caretaking or security arrangements as the Lessor shall reasonably require and any insurers of the Premises shall require in order to protect the Premises from vandalism, theft, damage or unlawful possession;
- 4.13.2 To use the Premises space in accordance with the design of the building and in fulfillment of the Nairobi County requirements;
- 4.13.3 To remove at the Lessee's own expense any vermin that may infest the Premises during the Term and to take every reasonable precaution to ensure that white ants, bees or other destructive insects do not gain access to the Premises and to notify the Lessor forthwith in the event of any infestations appearing and the presence of any dry or wet rot.

4.14 **Lessor's Costs**

- 4.14.1 To indemnify and keep indemnified the Lessor of all reasonable costs, fees, charges disbursements and expenses (including and without prejudice to the generality of the above all legal fees Architect's and surveyor's fees) incurred by the Lessor in relation to or incidental to:
 - 4.14.1.1 every application made by the Lessor in relation to the Premises for a consent or license required by the provisions of this Lease or by any statute, enactment or condition on which the Property and the Building are held whether such consent is granted or refused or proffered subject to any qualification or condition or whether the application is withdrawn;
 - 4.14.1.2 the preparation and service of any notice or demand under this Lease;
 - 4.14.1.3 the recovery or attempted recovery of arrears of Rent or other sums due from the Lessee;
 - 4.14.1.4 any costs arising from the inspection of the Premises upon the expiry or expiration of the Term leading to the preparation and service of a schedule of dilapidations during or after the expiration of the Term;
- 4.14.2 It is mutually agreed that the Lessee will pay the legal costs involved in the preparation, negotiation, grant and completion of this Lease being the Lessor's advocates' fees, disbursements and the stamp duty payable.

4.15 **Indemnities**

To be responsible for and to keep the Lessor fully indemnified against all damages, losses, costs, expenses, actions, demands, proceedings, claims and liabilities made against or suffered or incurred by the Lessor arising directly or indirectly out of:

- 4.15.1 any act, omission or negligence or any alleged breach thereof of the Lessee or any persons at the Premises expressly or impliedly with the Lessee's authority or under the Lessee's control;
- 4.15.2 any breach or non-observance by the Lessee of the covenants, conditions or other provisions of this Lease or any other matters to which this Lease is subject; and
- 4.15.3 any liability or claim by any employee or invitee of the Lessee which would give rise to any claim under the Occupiers Liability.

4.16 **Encroachments**

Not to stop up or darken or obstruct any window, light, opening, doorway, path, passage pipe or other encroachment or easement being made or acquired in, against, out of or upon the Premises and to notify the Lessor immediately if any such encroachment or easement shall be made or acquired (or attempted to be made or acquired) and at the request of the Lessor to adopt such means as shall reasonably be required to prevent such encroachment or acquisition of any such easement.

4.17 **Yield Up**

At the expiration of the term of the Lease:

- 4.17.1 To yield up the Premises in a good and satisfactory repair, decoration and restoration and in accordance with the terms of this Lease (fair wear and tear excepted);
- 4.17.2 To give up all the keys of the Premises to the Lessor;
- 4.17.3 To remove all signs erected by the Lessee in, upon or near the Premises and immediately to make good any damage caused by such removal; and
- 4.17.4 To permit the Lessor or the Lessor's agents during the three (3) months preceding the expiry of the Term and at any time thereafter to fix and retain without interruption on any suitable part of the Premises a notice or board for selling or re-letting the same and during such period to permit persons by order in writing of the Lessor or the Lessor's agents to view the Premises during normal business hours without interruption.

- 4.17.5 If at the expiration of the Term the Premises is not in the state of repair and decoration in which they should be having regard to the Lessee's covenants and conditions contained in this Lease, the Lessee shall (if so required by the Lessor) pay to the Lessor on demand by way of liquidated damages: -
- a. such sum as shall be certified by a Surveyor to represent in his reasonable opinion:-
 - i. the cost of putting the Premises into the state of repair and decoration in which it should have been had the Lessee complied with the terms of this Lease; and
 - ii. the Rent at the rate prevailing at the expiration of the Term that would have been payable under this Lease if the Term had been extended for such period as is reasonably necessary to put the Premises into the state of repair and decoration in which it should have been.
 - b. The reasonable fees of the Surveyor for the preparation and service of Schedule of Dilapidations and the preparation and issue of the said certificate.

4.18 **Premises Covenants**

To perform and observe all the covenants of this Lease and especially:

- 4.18.1 To contact such telephone connection Company as the case may be to obtain telephone connections or arrange for telephone transfers **AND** to pay all charges in respect of the telephones installed in the premises as the same become due;
- 4.18.2 To pay for the electricity separately supplied to the Premises.
- 4.18.3 In the event of the Lessee requiring water to be separately supplied to the premises to pay to the Lessor the cost of supplying and installing additional meters **AND** to pay for all water so supplied to the premises **AND** to indemnify the Lessor against all action proceedings claims and demands arising from any leakage or overflow of water from the premises;
- 4.18.4 Not to drive any nails, screws, bolts or wedges in the floor, walls or ceilings of the premises nor to cut, maim or injure any of the walls or timbers thereof nor to permit the same to be done without the consent in writing of the Lessor first had and obtained **PROVIDED ALWAYS** that in any case where works have been carried out by the Lessee in pursuance of this sub-clause the Lessee shall at its/his own expense restore the affected portion of the premises to its former condition at the expiration of the term unless the Lessor otherwise agrees in writing **AND PROVIDED FURTHER** that the Lessee may subject to the prior written consent of the Lessor erect such partitions as are desired for the purpose

of the Lessee's business together with all requisite shelves counters and other fixtures (which said shelves counters and other fixtures are hereinafter collectively referred to as "the Lessee's Fixtures") to the specification of the Building architect but the Lessee's Fixtures shall prior to the expiration of the term (unless otherwise agreed with the Lessor in writing and subject hereinafter otherwise provided) be removed by the Lessee and the Lessee will at the Lessee's own expense make good all damage occasioned by such installation or removal;

- 4.18.5 Not to do or permit to be done anything whereby 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 Lessor all sums paid by way of increased premium and all expenses incurred by it or about the renewal of any such policy rendered necessary by a breach of this covenant and to the intent that all such payments are payable on the day fixed for the payment of the rent next after demand therefore has been made to the Lessee and are recoverable as Rent;
- 4.18.6 In the event of the Building or of the premises or any part thereof or of the said fixtures and fittings or any part thereof or of the electrical equipment or any part thereof being damaged or destroyed by fire at any time during the term and the insurance money under any insurance against fire effected by the Lessor being wholly or partially irrecoverable by reason of any act or default of the Lessee or its servants, lessees or visitors forthwith (in addition to the rent) to pay to the Lessor the whole or (as the case may require) a fair proportion of the cost of rebuilding and reinstating the same any dispute as to the proportion so to be contributed by the Lessee arising out of this provision to be referred to arbitration in accordance with the provisions of the Arbitration Act;
- 4.18.7 Not to permit any open or internal combustion fire to be burned within the premises; and
- 4.18.8 At the Lessee's expense to install in the Premises such additional firefighting equipment and appliances as are required by the Lessor (whose opinion shall be final and conclusive) if the trade business or occupation of the Lessee is such as to necessitate such additional equipment over and above that supplied by the Lessor.

4.19 **Unloading and Parking**

- 4.19.1 Not to unload any goods or materials from Vehicles and convey them into the Premises except through the approved entrances provided for the purpose and not to cause congestion to adjoining parking areas or inconvenience to any other users of the Lessor;

- 4.19.2 Not to cause any car, van or any other vehicle to be parked anywhere in the Building except at the designated parking bays specifically assigned for use by the Lessee;
- 4.19.3 To use the licensed parking bays for the purpose only of parking saloon cars and light vehicles and not to bring any heavy commercial vehicles into the Building and Premises and to use the designated loading zone as prescribed by the Lessor for purposes of loading and offloading goods into the Premises;
- 4.19.4 Not to carry out any repairs to any vehicle or machinery in any part of the Building and Premises;
- 4.19.5 The Lessee shall not permit any vehicles belonging to it or any persons calling on the Premises expressly or by implication with its authority to stand on the service roads or any pavement or except when and for so long as they are actually loading or unloading goods and materials on the loading bays and shall use its best endeavours to ensure that such persons do not permit any vehicle so to stand;
- 4.19.6 Not to introduce or to permit to be introduced heavy machinery having excess weight until the weight and sitting thereof have been approved in writing by the Lessor's architects and neither to overload the electric feeders or points and to indemnify the Lessor against any damage caused by any action or demand arising from any breach of this sub-clause or resulting from the maximum floor stress of the premises (which it shall be the responsibility of the Lessee to ascertain from the architects) being at any time exceeded; and
- 4.19.7 Not to obstruct a sidewalk, walkway, passage, driveway or parking area other than for ingress and egress to and from the Premises and not to park its vehicles in such a manner as to obstruct or inconvenience the occupiers of other rental spaces on the Property.

4.20 **The access to Common Parts**

- 4.20.1 Not to assume exclusive of any part of the Common Parts;
- 4.20.2 Not to do or permit or suffer to be done anything which may affect or obstruct the free and easy access, exit and passage for the Lessor and anyone deriving title from them to and from the lifts fire escape and staircase in the common parts; and
- 4.20.3 Neither the Lessee nor the servants, visitors or licensees of the Lessee may use any passenger lift or loading area in the Building for the carriage of any goods packages merchandise or office furniture without the written consent of the Lessor (which shall not be unreasonably withheld delayed or conditioned) first had and obtained. But the Lessor may if it thinks fit upon the written application of the Lessee license it in writing to use such facilities for such period and for such purpose and upon such conditions as the Lessor stipulates in such written licence but such licence shall not

be unreasonably withheld **PROVIDED ALWAYS** that in no case shall the weight of any one load in such service lift exceed the margin of safety prescribed therefore **AND ALSO** to observe at all times the rules as displayed for the operation of the lifts **AND PROVIDED FURTHER** that the Lessor may refuse or cancel the use of such facilities by the Lessee at any time if the Lessor in its uncontrolled discretion considers the same to have been abused by the Lessee or that the interest of the Lessor or any other Lessee of the Building have been or are likely to be prejudiced by the granting of such facilities.

4.21 **Use of Electrical Installation and Pipes**

4.21.1 Not to allow in any circumstances the total load in any installation to exceed the limits prescribed by the service providers or manufacturers;

4.21.2 To observe at all times the rules as displayed for the operation of the installations in the Premises;

4.21.3 To use such protective materials as a prudent Lessee may consider necessary for moving any goods, packages, merchandise or furniture; and

4.21.4 Not to overload electrical installations or any Pipes in the Premises.

4.22 **Interior Design and Layout**

4.22.1 Not to alter or make any improvements to the interior of the Premises without obtaining prior approval of the Lessor in writing which consent the Lessor shall not unreasonably withhold or delay.

4.22.2 Before the commencement of any alterations and/or improvements the Lessee must submit the plans of the intended layout and design specifying the materials to be used at its own cost.

4.23 **Partitioning**

4.23.1 To install partitions as may be required in the Premises subject to prior approval of the Lessor or its authorized agents in writing which consent the Lessor shall not unreasonably withhold or delay.

4.23.2 Before the commencement of any partitioning the Lessee must submit all the specifications and designs for the partitions to be approved by the Lessor's Architect.

4.23.3 To pay the reasonable costs of the Architect prior to the issue of his approval.

4.24 **Statutory Notices**

To give full particulars to the Lessor of any notice, direction, order or proposal for the Premises made, given or issued to the Lessee by any local or public authority forthwith upon receipt or as soon as practically possible and (to the extent that the same legally imposes an obligation on the Lessee) to take all the necessary steps to comply with the notice, direction or order and at the request of the Lessor to make or join with the Lessor in making such objection or representation against or in respect of any notice, direction, order or proposal as the Lessor shall deem expedient but at the cost of the Lessee.

4.25 **Key holders**

To ensure at all times the Lessor has written notice of the name, home address and home telephone number of at least Two (2) Key holders of the Premises.

4.26 **Viewing on sale of reversion**

On reasonable notice at any time during the Term to permit prospective purchasers of the Lessor's reversion or any other interest superior to the Term or agents instructed in connection with the sale of the reversion or such an interest to view the Premises without interruption provided that they have the prior written authority of the Lessor or its agents.

4.27 **Defective Premises**

To give prompt notice to the Lessor of any defect in the Premises which might give rise to any obligation on the Lessor to do or refrain from doing any act or thing in order to comply with the provisions of this Lease or any duty of care imposed on the Lessor by statute or otherwise and at all times to display and maintain all notices which the Lessor may from time to time reasonably require to be displayed at the Premises.

4.28 **Lessor's Rights**

To permit the Lessor at all times during the Term to exercise without interruption or interference any of the rights granted to it by virtue of the provisions of this Lease.

4.29 **Lessee's Compliance with Security**

4.29.1 The Lessee warrants that neither it nor its respective employees, agents, officers, directors, shareholders, partners, members or associates, and no other direct or indirect holder of any equity interest in the Lessee is:

4.29.1.1 gazetted as Specified Entity;

- 4.29.1.2 a person who commits, threatens to commit or supports terrorism, as defined in the Prevention of Terrorism Act 2012; or
 - 4.29.1.3 is otherwise affiliated with any entity or person described in clauses 4.29.1.1 and 4.29.1.2 above (hereinafter referred to as a "Prohibited Person").
- 4.29.2 The Lessee hereby covenants and agrees to use commercially reasonable efforts to ensure that neither the Lessee nor any of its respective employees, officers, directors, shareholders, partners, members or associates, and no other direct or indirect holder of any equity interest in the Lessee will:
- 4.29.2.1 conduct any business, or engage in any transaction or dealing, with any Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person; or
 - 4.29.2.2 engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding or attempts to violate, any of the prohibitions set forth in the Prevention of Terrorism Act 2012 and The Proceeds of Crime and Anti-Money Laundering Act 2009.
- 4.29.3 On the request by the Lessor from time to time, the Lessee further covenants and agrees promptly to deliver to the Lessor any basic information or other evidence, including but not limited to identification documents of any employee that has permanent access to the premises; and
- 4.29.4 In the event the Lessor learns that the Lessee's name has appeared on the Gazetted List of Specified Entities, Lessor reserves the right to take such action as it deems necessary to comply with the requirements of the Prevention of Terrorism Act 2012.

4.30 **Guarantors**

The director of the Lessee hereby joins in his personal capacity to guarantee all payments and fulfil all other obligations of the Lessee contained in this lease.

5. **THE LESSOR'S COVENANTS**

The Lessee paying the said Rent and performing and observing all and every one of the covenants, clauses, conditions and agreements hereinbefore respectively reserved and contained and on the part of the Lessee to be performed and observed and unless prevented by any cause beyond the control of the Lessor, the Lessor **HEREBY COVENANTS** with the Lessee as follows:

5.1 To keep in good and tenantable repair and condition

- 5.1.1 To keep in good and tenantable repair the main structure of the Premises and building including the roof timbers, foundation and the external and load-bearing internal walls;
- 5.1.2 All drains, gutters, drainpipes, water pipes, sanitary apparatus, wires and cables in or under the Premises which serve the same (excluding nevertheless any which lie within the Premise and exclusively serve the same; and
- 5.1.3 The common Parts of the Premises enjoyed or used by the Lessee in common with others.

5.2 Payment of Rent, Rates and Outgoings

Subject to Clause 4 hereof in the event that the Lessee does not pay all of its proportion of outgoings on the due dates the Lessor shall on the due date pay the same to the relevant authorities and demand a reimbursements of the same from the Lessee plus interests at the rate provided for under Clause 1.8 per month for each month of delay with effect from the due month of payment until the date of reimbursements to the Lessor.

5.3 To provide services

Unless prevented by any cause beyond the control of the Lessor and to exercise their best endeavors to provide the Services specified in this Lease.

5.4 Security Deposit

- 5.4.1 Upon expiry of the Term and after delivery up of the Premises in proper condition and in accordance with the Lessee's covenants herein the Lessor will refund to the Lessee the Security Deposit free of any interest;
- 5.4.2 The Lessor shall be entitled at any time to apply the whole or any part of the Security Deposit towards the Lessee's obligations and the Lessee shall forthwith pay to the Lessor an amount equal to the sum so applied to restore the Deposit in full;
- 5.4.3 In the event of any sale or the leasing of the Premises in its entirety the Lessor shall inform the Lessee of such intended sale or lease by giving not less than three (3) months' notice in writing. The Lessor shall ensure that the Purchase will include the takeover of this Lease and the new landlord shall enforce the Lease fully. The Lessor shall transfer the deposit of the security to the Purchaser and provide the Lessee with evidence of the same.

5.5 Quiet Enjoyment

The Lessee paying the Rent herein reserved, observing and performing the several

covenants and stipulations on the part of the Lessee herein contained shall be entitled peaceably to hold and enjoy the Premises during the Term without any interruption by the Lessor or any person rightfully claiming under or in trust for the Lessor.

- 5.6 To keep adequately lighted the common areas during normal business hours and such other hours as it may reasonably decide and to keep clean all windows affording light to the same and to keep them in good and Lessee-able repair together with the roof, roof-terrace and outside walls of the Premises and the drains, down-pipes, water pipes and sanitary apparatus thereof **PROVIDED ALWAYS** that the Lessor shall not be liable for any damage to persons or property caused by or arising out of the default of any other Lessee in the Property their servants or agents or licensees with reference to the maintenance or use of any pipes, sanitary water or electrical apparatus therein caused by any such persons.
- 5.7 To keep the main structure of the Building insured against loss or damage by fire, lightning, earthquake, explosion, riot, strike, malicious damage, storm, tempest, burst pipes and overflowing water tanks, flood impact, aircraft and subterranean fire and to rebuild or reinstate the said Premises and giving access to the said Premises so far as the same may be destroyed or damaged but without prejudice to the Lessee's liability to pay or contribute towards the cost thereof;
- 5.8 In the event of the said Premises being damaged or destroyed by fire or other risks against which the Lessor has insured under the covenant on its part hereinbefore contained and if the policy or policies of insurance effected by the Lessor shall not have been vitiated or payment of the policy moneys refused in whole or in part in consequence of any act or default of the Lessee to reinstate or rebuild the same or (as the case may require) so much of the Building as may be necessary so that the said Premises shall be as sufficient and convenient in all respects as they were before such damage or destruction but not necessarily identical with the Premises previously existing at its own expense and with all convenient speed;
- 5.9 To operate and maintain and to keep in proper safe and efficient working order the passenger lifts of the Building; and
- 5.10 To cause the outside windows of the Building to be cleaned at such regular intervals as the Lessor may reasonably decide.

6. INSURANCE

6.1 Lessor to insure

Subject to the provisions of this Lease the Lessor covenants with the Lessee to insure and keep insured the Premises and Lessor's Fixtures against the Insured Risks during the Term and such other risks as the Lessor shall deem desirable or expedient in some insurance office or with underwriters of repute and duly licensed in Kenya to the full insurable value thereof and to pay all premia necessary for that purpose AND to rebuild or reinstate the Premises including the means of access thereto so far as the same may be damaged or destroyed AND to apply all moneys received by virtue of such insurance in making good the loss or damage in respect of which the same shall have been received but without prejudice to the liability of

the Lessor to pay or contribute towards the cost of such making good in the event of the insurance money being wholly or partially irrecoverable by reason of any act or default of the Lessor or the servants, Lessor or invitees of the Lessor.

6.2 **Lessee's Insurance Covenants**

The Lessee covenants with the Lessor:

- 6.2.1 to comply with all the requirements and recommendations of the Lessor's insurers;
- 6.2.2 not to do or omit anything that could cause any policy of insurance on or in relation to the Premises or any part of the Premises to become void or voidable wholly or in part nor (unless the Lessee shall have previously notified the Lessor and have agreed to pay the increased premium) anything by which additional premiums may become payable;
- 6.2.3 not to store or bring into the Premises any articles, substance or liquid of a specially combustible, inflammable or explosive nature and to comply with the requirements and recommendations of the fire authority and the requirements of the Lessor as to fire precautions relating to the Premises;
- 6.2.4 not to obstruct the access to any fire equipment or the means of escape from the Premises and not to lock any fire door while the Premises or any part of the Premises is occupied;
- 6.2.5 to give notice to the Lessor immediately upon the happening of any event which might affect any insurance policy on or relating to the Premises or upon the happening of any event against which the Lessor may have insured under this Lease;
- 6.2.6 immediately to inform the Lessor in writing of any conviction, judgment or finding of any court or tribunal relating to the Lessee (or any Director other officer or major shareholder of the Lessee) of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue such insurance;
- 6.2.7 if at any time the Lessee shall be entitled to the benefit of any insurance on the Premises (which is not effected or maintained in pursuance of any obligation contained in this Lease) to apply all money received by virtue of such insurance in making good the loss or damage in respect of which such money shall have been received;
- 6.2.8 that it shall effect its own contents and other business insurance in respect of its Premises;
- 6.2.9 if and whenever during the Term the Premises or any part of it is damaged or destroyed by an Insured Risk and the insurance money payable under the policy of insurance effected by the Lessor pursuant to its obligations contained in this Lease is by reason of any act or default of the Lessee or

anyone at the Premises expressly or by implication with the Lessee's control wholly or partially irrecoverable immediately in every such case (at the option of the Lessor) either:

6.2.9.1 to rebuild and reinstate at its own expense that part of the Premises destroyed or damaged to the reasonable satisfaction and under the supervision of the Lessor or the Lessor's Surveyor the Lessee being allowed towards the expenses of so doing upon such rebuilding and reinstatement being completed the amount (if any) actually received in respect of such destruction or damage under any such insurance policy; or

6.2.9.2 to pay to the Lessor on demand with interest the amount of such insurance money so irrecoverable.

6.2.10 to insure all internal plate glass windows and Premises windows against breakage or damage with a reputable insurance company for its full reinstatement cost from time to time and whenever reasonably so required to produce to the Lessor particulars of the insurance policy and evidence of payment of any premium;

6.2.11 notwithstanding anything to the contrary herein contained whenever the whole of any part of the plate glass is broken or damaged to layout all money received in respect of the insurance of it in reinstating it with new glass of at least the same quality and thickness and to make good any deficiency in such money; and

6.2.12 To insure at the Lessee's own expense all the chattels of the Lessee in the Premises.

6.3 **Lessor's insurance covenants**

The Lessor covenants with the Lessee to observe and perform the requirements set out in this sub clause in relation to the insurance policy effected by the Lessor pursuant to its obligations contained in this Lease:

6.2.1 The Lessor shall produce to the Lessee within such reasonable period of time upon request a copy of the policy and the last premium renewal receipt or reasonable evidence of the terms of the policy and the fact that the last premium has been paid; and

6.2.2 The Lessor shall notify the Lessee of any material change in the risks covered by the policy from time to time.

7. **PROVISOS**

7.1 **Determination and Re-entry**

If and whenever during the Term:

- 7.1.1 the rents (or any of them or any part of them) under this Lease are outstanding for Fourteen (14) days after becoming due whether formally demanded or not; or
- 7.1.2 there is a breach by the Lessee of any covenant or other term of this Lease or any document supplemental to this Lease; or
- 7.1.3 a company Lessee :
 - 7.1.3.1 enters into liquidation whether compulsory or voluntary; or
 - 7.1.3.2 has a receiver appointed; or
 - 7.1.3.3 has a winding-up petition presented against it either actual or threatened; or

The Lessor may enter upon the Premises and the same have again repossess and enjoy as in its former estate anything herein contained notwithstanding without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any covenant by the Lessee, PROVIDED THAT, in the case of any default capable of remedy, the Lessor shall first be required to serve a notice on the Lessee requiring such breach to be remedied within 15 Business Days of receipt of the notice.

7.2 **Section 65 of the Land Act 2012**

- 7.2.1 If at any time the Premises or any part thereof or the means of access thereto or the Lessor's fixtures and fastenings therein shall be damaged or destroyed by fire or other risks against which the Lessor shall have insured so as to render them unfit for occupation or use the Lessor shall (unless the insurance moneys shall be wholly or partially irrecoverable by reason solely or in part of any act, default or omission of the Lessee) until such time as the same shall again be rendered fit for occupation and use allow to the Lessee a total or proportionate abatement of the rents as the case may be **PROVIDED THAT** the Lessor shall in no circumstances be liable for any damage or loss suffered by the Lessee by reason of such loss of occupation and use of the Premises and **PROVIDED ALSO THAT** the Lessee shall not have any such right of determination of Term as is contemplated by Section 65 (e) of the Land Act, No. 6 of 2012.
- 7.2.2 Where in accordance to Clause 7.2.1 hereof a question arises as to the amount of abatement to be made in the said Rent the same shall be determined by a quantity surveyor jointly appointed by the Lessor and the Lessee for such purpose and in determining the amount the said surveyor shall be instructed to have regard to the extent of the damage and the extent to which the Premises are unfit for use.

7.3 **Exclusion of Liability**

- 7.3.1 In all matters relating to the Premises and in all authorizations and variations the decision of the Lessor's architect responsible for the construction of the Premises shall be final and upon issue by such architect of a certificate of final completion the Lessor shall be deemed to have carried out its obligations as far as the Premises is safe for occupation. The Lessor shall be under no greater liability than the obligation involved in the common duty of care as defined by the Occupier's Liability Act (Chapter 34, Laws of Kenya).
- 7.3.2 The Lessor shall not be liable for any loss, damage or injury direct or consequential to the Lessee or the servants, licenses or invitees of the Lessee or to the property of the Lessee or any such persons howsoever caused and in particular by:
- 7.3.2.1 Any lack or shortage of electricity, water or drainage;
 - 7.3.2.2 Any burglary or theft howsoever occurring;
 - 7.3.2.3 Any fire howsoever occurring;
 - 7.3.2.4 Any act or default of the Lessee and other Lessees of the Premises or any portion thereof or of their servants, or invitees with reference to the maintenance or use of any pipes or sanitary, water or electrical apparatus therein or the overloading of any floor of any part of the Premises;
 - 7.3.2.5 Any leaking windows or roof bursting, leaking or overflowing of water pipes drains and tanks or flooding;
 - 7.3.2.6 The closing of any or all of the lifts within the Premises for repairs or any other necessary purposes or for any accidents which may occur;
 - 7.3.2.7 Any overflow of water to any or all of the units from other parts of the building which are not in the occupation or control of the Lessor or its agents;
 - 7.3.2.8 Any act or default (negligent or otherwise) of any servant of the Lessor or its agents employed in any capacity whatsoever;
 - 7.3.2.9 Any accident or mishap in or around the passenger lifts, generators howsoever caused whether resulting in death injury or loss of any kind whatsoever;
 - 7.3.2.10 Any defects in or defective or negligent working constructions or maintenance of the lighting or other part of the structure or equipment of the building;

AND the Lessee shall indemnify the Lessor against all claims, actions and proceedings by the servants, or invitees of the Lessee in respect of such damage or injury subject to the provisions of the Occupiers Liability Act.

7.3.3 No liability shall attach in respect of any breach of any positive covenant or agreement (other than covenants and agreements for the payment of money) on the part of the Lessor or the Lessee herein contained or implied so long as they shall be prevented from performing the same by statutory restrictions, non-availability of labour or materials or matters beyond their control except that if such breach shall occur as aforesaid the Lessor or the Lessee as the case may be shall remedy such breach immediately conditions permitting and in the event of any such breach of a covenant or agreement on the part of the Lessee not having been remedied before the expiration of the said term the Lessee shall forthwith upon such expiration pay to the Lessor such an amount as shall be necessary to remedy such breach as aforesaid.

7.3.4 The Lessee is not entitled to any right of access of light or air to the premises, which would restrict or interfere with the free user of the building and any adjoining property or any other purpose.

7.4 Repairs effected by Lessor

No allowance shall be made to the Lessee for a diminution of rental value and no liability shall fall on the Lessor by reason of any inconvenience, annoyance or injury to business arising from the Lessor or the Lessee or others making any repairs, alteration, additions or improvements in or to any portion of the Premises or the Premises or in or to any fixtures, appurtenances or equipment thereof.

7.5 Entire understanding

7.5.1 This Lease contains the entire agreement between the parties with respect to the Premises and the parties acknowledge that this Lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of either party except any such statement or representation that is expressly set out in this Lease.

7.5.2 The Lessor and its agents having made no representations or promises with respect to the Building or the Premises except as herein expressly set forth the execution of the Lease by the Lessee shall be conclusive evidence as against the Lessee that the Lessee accepts the same as they are and that the Building and the Premises were in the condition heretofore described and satisfactory at the time such possession was so taken.

7.6 Failure to give possession

If the Lessor shall be unable to give vacant possession of the Premises on the date of commencement of the Term for any reason the Lessor shall not be subject to any liability for their failure to give possession on such date nor shall any such failure in any way affect the validity of this Lease or (save as hereinafter otherwise provided) the obligations of the Lessee hereunder nor shall such failure be construed in any way to extend the Term.

7.7 Waiver

- 7.7.1 The failure of the Lessor to seek redress for breach of or to insist upon the strict performance or any covenant, agreement, condition, restriction, stipulation or provision of this Lease or of any of the rules and regulations from time to time promulgated by the Lessor shall not prevent any subsequent act which would have originally constituted a breach from having all the force and effect of an original breach;
- 7.7.2 The receipt by the Lessor of any rents 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 Lessor to enforce any such rule or regulation as aforesaid against the Lessee and/or any other Lessees of the Premises be deemed to be a waiver of any such rules and regulations;
- 7.7.3 No provision of this Lease shall be deemed to have been waived by the Lessor unless such waiver be expressly made by the Lessor in writing; and
- 7.7.4 No payment by the Lessee or any receipt by the Lessor of a lesser amount than the rents hereby reserved shall be deemed to be other than on account of the earliest stipulated rents nor shall any endorsement or statement on any cheque or any letter accompanying any cheque or payment as rents be deemed to be an accord and satisfaction and the Lessor may accept any such cheque or payment without prejudice to its rights to recover the balance of such rents or pursue any other remedy in this Lease provided.

7.8 Notices

Any notice or other communication, bill or statement provided for by this Lease shall be in writing and any notice, communication bill or statement to the Lessee shall be sufficiently served if addressed to the Lessee and delivered to the Premises or sent by registered post to the Lessee's last known address in the said Republic or sent by facsimile to the Lessee's last known facsimile address and any notice or communication to the Lessor shall be sufficiently served if sent by registered post to its aforestated postal address. Any notice, communication, bill or statement served by registered post shall be deemed to have been served within Seven (7) days following the day on which it is posted and if served by hand or facsimile transmission shall be deemed to have been served at the time of actual delivery of transmission.

7.9 Approvals, consents, Licenses and notices

Where the Lessor is a Company, all approvals, consents, Licenses and notices required to be given by the Lessor shall be sufficiently given under the hand of a Director or other duly authorized officer or agent of the Lessor.

7.10 **Amendments**

No provision of this Lease shall be waived or varied by either party hereto except by arrangement 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 Lessee including the Lessor's legal costs associated therewith.

7.11 **Additional Building**

The Lessor shall have the right at any time as it may think fit during the Term to rebuild or to execute any other works, alterations, additions or improvements and to erect scaffolding and boarding in connection therewith in or to any portion of the Premises or generally on the Property or in or to any fixtures, appurtenances or equipment thereof notwithstanding any interferences with the access to light and air to the Premises or the Premises or to the timber, walls, floors, ceilings, doors, windows, fixtures or fittings thereof.

7.12 **Inability to Perform**

This Lease and the obligation of the Lessee to pay the rents hereunder and to perform all the other covenants hereunder on the part of the Lessee to be performed and observed shall not in any manner be affected, impaired or excused because the Lessor is unable to fulfill any of its obligations under this Lease or supply or is delayed in supplying any of the Services expressly or implied to be supplied or is unable to make or is delayed in supplying any equipment or fixtures of the Lessor or the Lessor is prevented or delayed in so doing by reason of necessary repairs, replacements, maintenance additions, alterations or decorations of any installations or apparatus or their damage or destruction or by reason of mechanical or other defects or breakdown or inclement weather conditions or shortage of fuel material water or labour or any other cause beyond the Lessor's control. **PROVIDED THAT** if at any time during the term of this Lease the property is rendered not fit for habitation due to causes beyond the control of the Lessor then the provision of clause 7.2 will apply.

7.13 **Lessee's Property**

If after the Lessee has vacated the Demised Premises any property of the Lessee remains in or on the Demised Premises and the Lessee fails to remove the same within thirty (30) days, the Lessor may retain the said property and charge storage charges and or mesne profits; and or dispose the said property and offset from the proceeds of sale, costs of disposal and any other dues owed by the Lessee.

8. **DISPUTE RESOLUTION**

Save as may hereinbefore be otherwise specifically provided all questions hereafter in dispute between the parties hereto and all claims for compensation or otherwise not mutually settled and agreed between the parties hereto shall be referred to arbitration by a single arbitrator (assisted by such assessors or professional advisors as the arbitrator shall deem necessary to appoint to sit with him/her) to be nominated or appointed jointly by the Lessor and the Lessee, but if they cannot do

so within Fourteen (14) days of a notice of dispute from any party to the other, then he/she is to be nominated by the Chairman for the time being of the Chartered Institute of Arbitrators which appointment shall be final and binding on the parties and every award made under this provision shall be expressed to be made under the Arbitration Act of Kenya (Act Number 4 of 1995 as amended by the Arbitration (Amendment) Act Number 11 of 2009) or any other Act or Acts for the time being in force in Kenya in relation to Arbitration and shall be final and binding on the parties. The arbitration shall take place in Nairobi, Republic of Kenya and the language of arbitration shall be English. Notwithstanding the foregoing, a party is entitled to seek preliminary injunctive relief or interim or conservatory measures from a court in Kenya of competent jurisdiction pending the final decision or award of the arbitrator.

9. OPTION TO RENEW

- 9.1 The Lessor may upon the written request of the Lessee served on the Lessor not less than Six (6) months before the expiration of the Term and if there shall not at the time of such service of such request be any existing breach or non-observance of any of the covenants on the part of the Lessee hereinbefore contained grant to the Lessee a Lease of the Premises for a further term of Six (6) years from the expiration of the Term (or as parties shall agree) and on such terms and conditions as the parties may mutually agree.
- 9.2 If the Lessee continues to occupy and use the Demised Premises or any part thereof after the cancellation, expiration or the termination of the Term of this Lease or any extension thereof, by lapse of time or otherwise without the express written consent of the Lessor ("the **Holding Over Period**"), then:
 - 9.2.1 Unless a different rate is agreed upon by Lessor, the Lessee shall pay to the Lessor double the monthly Rent payable during the last month of the Term, for each month during the Holding Over Period that the Lessee shall remain in possession of the Demised Premises and which amount shall become immediately due and payable without any notice or demand to the Lessee;
 - 9.2.2 All the other terms of this Lease shall remain in effect during the Holding Over Period until such time as the Lessee shall cease to be in possession of the Demised Premises;
 - 9.2.3 The Lessee shall indemnify the Lessor for all damages, costs and expenses arising out of or related to Lessee's failure to timely vacate the Demised Premises, including, without limitation, lost revenues, and any attorney's fees;
 - 9.2.4 Neither the acceptance of Rent or other payments by the Lessor during the Holding Over Period shall:
 - 9.2.4.1 be construed as, or operate as, a renewal or as a waiver of Lessor's right of re-entry or right to regain possession by actions at law or in equity or by any other right or remedy hereunder;

- 9.2.4.2 be construed as, or operate as, a waiver of any other right or remedy of Lessor;
- 9.2.4.3 be deemed to give Lessee any right to remain on the Demised Premises; and
- 9.2.5 For avoidance of doubt, the provisions of this clause 9.2 shall apply to any Holding Over Period arising out of the requirement by the Lessee to carry out any restoration works of the Demised Premises after the expiry of the Term.

10. TERMINATION

- 10.1 This Lease shall not be terminable before the determination of the Term;
- 10.2 The Lessor shall be at liberty to terminate this Lease if the Lessee commits a breach of any of the obligations, covenants, agreements conditions, stipulations and provisions herein contained under this Lease; provided the Lessor will first issue the Lessee with a Fourteen (14) days' notice to remedy the breach in question;
- 10.3 The refund of the Security Deposit following termination of the lease shall be as per the Security Deposit clause.

AND the Lessee hereby accepts this Lease subject to the covenants, conditions, provisions, stipulations and agreements contained herein.

IN WITNESS whereof this Lease has been executed by the parties the day and year first hereinbefore written.

SCHEDULE

ALL THAT piece of Land situate in Kajiado County containing by measurement **One Decimal nought nought (1.00)** hectares or thereabouts being **Title Number: Kajiado/Kaputiei-North/111** as delineated Registry Map Sheet No. 148/4; 161/2, 4, 162/1,3 **SUBJECT** however to the Acts, and the Special Conditions, Encumbrances and other matters in the Memorandum endorsed thereon

The Memorandum

- 1. The Land Act 2012.
- 2. The Land Registration Act 2012.
- 3. The Government Lands Act (Chapter 280) (Now Repealed).
- 4. The Registered Land Act (cap 300) (Now Repealed)
- 5. Charge dated 14th April 2015 registered against the Title Deed over the Property.

SEALED with the Common Seal of the Lessor in the presence of:-

DIRECTOR

Colored Photograph

Name: **Ramji Devji Varsani**

ID /Passport No: **3496448**

PIN No: **A000166047J**

Signature: _____

DIRECTOR/SECRETARY

Colored Photograph

Name: **Mayur Ramji Varsani**

ID /Passport No: **24278119**

PIN No: **A004105039F**

Signature: _____

Common Seal

Certificate of Verification under **Section 45** of the Land Registration Act

I HEREBY CERTIFY that the above named persons witnessing the affixing of the Common Seal of the Lessor appeared before me on the ____ day of _____ 20____ and being known to me/being identified by _____ acknowledged the above Signatures or marks to be theirs and that they had freely and voluntarily executed this instrument and understood its contents. I hereby further certify that the above coloured passport sized photographs are true likenesses of the above named persons who appeared before me and the National Identity Card/Passport Numbers and PIN Numbers correspond to those produced.

Name and signature of person certifying

SIGNED by

the duly authorised attorney of
STANDARD CHARTERED BANK
KENYA LIMITED under and by virtue of
a Power of Attorney registered as
Number.....

In the presence of

.....
Witnessing Advocate's Signature

.....
Attorney(s)'s signature

Certificate of Verification under **Section 45** of the Land Registration Act

I HEREBY CERTIFY that the above named constituted attorney of the Bank appeared before me on the ____ day of _____ 20____ and being known to me/being identified by _____ acknowledged the above Signatures or marks to be theirs and that they had freely and voluntarily executed this instrument and understood its contents.

Name and signature of person certifying

CONSENT

We **KCB BANK KENYA LIMITED** as Chargee HEREBY CONSENT to the within-written Lease without prejudice to the covenants, conditions and obligations contained in referred to and implied by the Charge.

SIGNED by _____)
The duly authorized Attorney of the)
Bank by Virtue of a Power of)
Attorney registered at the Land Titles)
Registry at Nairobi as number_____)
And at the Registry of Documents also)
In Nairobi as Number _____))
In the presence of)
)
)
)
)
)

ADVOCATE)
)

CERTIFICATE

I CERTIFY that the above-named duly constituted attorney of the Bank appeared before me on the day of 20..... and being known to me /being identified by acknowledge the above signature or mark to be his/hers and that he/she had freely and voluntarily executed this instrument and understood its contents.

Name and Signature of Person Certifying

DRAWN BY:

BMA Advocates LLP
3rd Floor, Block 4
Delta Riverside
Riverside Drive
P.O. Box 7728, 00100
NAIROB