

**DATED THE**

**DAY OF**

**20**

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**DILIPKUMAR RAICHAND SHAH  
AND  
LEKHA SURENDRA SHAH**

**AND**

**YES GLOBAL DREAMACHIEVERS LIMITED**

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**LEASE OF PREMISES ON THE 4<sup>th</sup> FLOOR, ANSH PLAZA  
LAND TITLE NUMBER NAIROBI BLOCK 28/539 NAIROBI**

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**DRAWN BY:**

**SHAH & SHAH  
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## THE REGISTRATION (GENERAL) REGULATIONS, 2017

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

# LEASE

**TITLE NUMBER: NAIROBI/BLOCK28/539**

Date of Lease	
Landlord	<b><u>DILIPKUMAR RAICHAND SHAH AND LEKHA SURENDRA RAICHAND SHAH</u></b> both of Post Office Box Number 42130 Nairobi
Tenant	<b><u>YES GLOBAL DREAMACHIEVERS LIMITED</u></b> a limited liability company incorporated in the Republic of Kenya having its registered office situated at Nairobi in the said Republic and of Post Office Box Number 310-00100 Nairobi aforesaid.
Demised Premises	All the area of floor space situate on the Fourth Floor of the Building as more particularly described in the Schedule hereto)
Term	Six (6) Years from the 1 <sup>st</sup> September 2023
Rent/Stand Premium	As stated in Clause 2 of this Lease
Service Charge	As stated in Clause 3 of this Lease
Cadastral Plan of the Demised Premises (where applicable)	
Sectional Plan (s) of the Demised Premises (Where applicable)	The plan of the said premises is registered at the Registry Documents in Volume Folio File .

THIS LEASE is made the \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and \_\_\_\_\_  
BETWEEN DILIPKUMAR RAICHAND SHAH AND LKHA SURENDRA RAICHAND SHAH both of Post Office Box Number 42130 00100 Nairobi aforesaid (hereinafter called "the Landlord" which expression shall where the context so admits include their respective personal representatives and assigns) of the first part and YES GLOBAL DREAMACHIEVERS LIMITED a limited liability company incorporated in the said Republic having its registered office situate at Nairobi in the said Republic and of Post Office Box Number 310 - 00100 Nairobi aforesaid (hereinafter called "the Tenant" which expression shall where the context so admits include its successors and assigns) of the second part and ISSA NIZEYIMANA AND JUSTIN KIBET JUMA of Post Office Box Number 310- 00100 Nairobi (hereinafter called "the Guarantor" which expression shall where the context so admits include his personal representatives and assigns) of the third part

**WHEREAS:**

- A. The Landlord is registered as proprietor as lessee of ALL THAT piece of land situate in the City of Nairobi in the Nairobi Area of the said Republic containing by measurement Nought decimal nought two nine seven(0.0298) of a hectare or thereabouts known as Title Number Nairobi/Block 28/539 being the premises comprised in a Certificate of Lease dated 2<sup>nd</sup> June 2023 the dimensions abutments and boundaries thereof are delineated on a plan annexed to the said Certificate of Lease and more particularly on Cadastral Plan Number 348/157 HELD for the term of Fifty (50) years from the First day of June One Thousand Nine Hundred and Ninety Eight and subject to the annual rent reserved by and the Acts and Special Conditions mentioned in the said Grant registered as Number I.R. 81910. The said piece of land is hereinafter referred to as "the said piece of land".
- B. There is erected on the said piece of land a building known as "ANSH PLAZA" (hereinafter referred to as "the Building") comprising inter alia office accommodation and the usual conveniences associated therewith.
- C. The Landlord has agreed with the Tenant to grant to the Tenant a lease of the premises hereinafter more particularly described being a portion of the Building for the term at the rent and subject to the covenants agreements conditions restrictions stipulations hereinafter contained.

**NOW THIS LEASE WITNESSETH as follows:-**

- 1. In this Lease where the context so admits:-
  - 1.1 the singular shall include the plural and vice versa;
  - 1.2 the expression "the Guarantor" includes the personal representatives of the individual guarantors;

- 1.3 words importing the singular number only include the plural number and vice versa and where there are two or more persons included in the expression "the Tenant" or "the Guarantor" covenants and agreements expressed to be made by the Tenant or (as the case may be) the Guarantor shall be deemed to be made by such persons jointly and severally;
- 1.4 where there are two or more persons included in the expression "the Tenant" or (as the case may be) "the Guarantor" such expression shall include all or both of such persons jointly and each of them severally and all covenants and other provisions herein contained shall be binding on all or both and each of such persons jointly and severally and any act default or omission by the Tenant or (as the case may be) the Guarantor shall be deemed to be an act, default or omission by any one or more of such persons.

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- 2.1 In consideration of the rent and the Tenant's covenants and agreements hereinafter reserved and contained the Landlord **DOETH HEREBY LEASE** unto the Tenant the premises including the Landlord's fixtures (if any) therein more particularly described in the Schedule hereto (hereinafter called "the said premises") **AND TOGETHER ALSO** with the right to the Tenant and all persons authorised by the Tenant in common with the Landlord and the other lessees and occupiers (if any) of the Building and all persons duly authorised by it or them to use the entrance halls staircases landings passages (not otherwise leased) and the passenger lifts (if any) in the Building for the purpose only of ingress to and egress from the Building during 6 a.m. to 9 p.m. on weekdays and 8 a.m. to 5 p.m. on Sundays and public holidays **PROVIDED THAT** if the Tenant shall give to the Landlord or its caretaker reasonable notice of such the Tenant's desire the Landlord will make suitable arrangements for the Tenant and members of the Tenant's staff to obtain access to the said premises at such other times as the Tenant may reasonably require **AND TOGETHER ALSO** with the like right to use the lavatories and washing conveniences (not otherwise leased) in the Building as the same may be allocated by the Landlord from time to time **AND TOGETHER ALSO** in common with other persons entitled thereto and so far only as the Landlord has power to grant the same with the free passage and running of water soil and electricity from and to the said premises through the drains pipes wires cables and meters in or under the adjoining or adjacent property and the right to enter such property at all reasonable times to inspect or repair the same the Tenant making good any damage done in the course thereof **BUT EXCEPTING AND RESERVING** (1) unto the Landlord full rights to use and build upon the said pieces of land or any part thereof or alter any buildings now or hereafter erected on the said pieces of land or any part thereof (and not hereby demised) at any time or for any purpose in any manner notwithstanding that the access of light and air to the said premises may be obstructed or interfered with and notwithstanding that the carrying out of such works may cause temporary

obstruction and annoyance or inconvenience to the Tenant in the Tenant's occupation or use of the said premises or otherwise derogate from any of the terms of this Lease and (2) unto the Landlord and the persons for the time being occupying any other part of parts of the Building the free passage and running of water soil and electricity from the adjoining or adjacent property through the drains pipes wires cables and meters in or under the said premises and the right of the Landlord to enter the said premises at all reasonable times for the purpose of inspecting altering adding to or repairing the same **TO BE HELD** by the Tenant for a term of **Six (6) years from 1<sup>st</sup> September 2023** (hereinafter called "the said Term") subject nevertheless to determination as hereinafter provided **YIELDING AND PAYING** therefor and thereout unto the Landlord during the said term:

2.1.1 The following respective rents for the following respective periods:-

2.1.1.1 For the period commencing 1<sup>st</sup> September 2023 to 31<sup>st</sup> August 2024 the rent of **Shillings One Million Two Hundred and Twenty Four Thousand (Shs.1,224,000/-)** plus Value Added Tax thereon (hereinafter when specifically referred to called "the first reserved rent");

2.1.1.2 For the period commencing 1<sup>st</sup> September 2024 to 31<sup>st</sup> August 2025 **Shillings One Million Two Hundred Eighty Five Thousand and Two Hundred (Shs. 1,285,200/-)** plus Value Added Tax thereon (hereinafter when specifically referred to called "the second reserved rent");

2.1.1.3 For the period commencing 1<sup>st</sup> September 2025 to 31<sup>st</sup> August 2026 **Shillings One Million Three Hundred Forty Nine Thousand Four Hundred and Sixty (Shs. 1,349,460/-)** plus Value Added Tax thereon (hereinafter when specifically referred to called "the third reserved rent");

2.1.1.4 For the period commencing 1<sup>st</sup> September 2026 to 31<sup>st</sup> August 2027 **Shillings One Million Four Hundred Sixteen Thousand Nine Hundred and Thirty Three (Shs. 1,416,933/-)** plus Value Added Tax thereon (hereinafter when specifically referred to called "the fourth reserved rent");

2.1.1.5 For the period commencing 1<sup>st</sup> September 2027 to 31<sup>st</sup> August 2028 the rent of **Shillings One Million Four Hundred Eighty Seven Thousand Seven Hundred and Eighty (Shs. 1,487,780/-)** plus Value Added Tax thereon (hereinafter when specifically referred to called "the fifth reserved rent");

2.1.1.6 For the period commencing 1<sup>st</sup> September 2028 to 31<sup>st</sup> August 2029 the rent of **Shillings One Million Five Hundred Sixty Two Thousand Two One Hundred and Sixty Nine (Shs. 1,562,169/-)** plus Value Added Tax thereon (hereinafter when specifically referred to called “the sixth reserved rent”);

Such reserved rents shall in all cases be paid by equal quarterly payments in advance on the 1<sup>st</sup> day of **September**, the 1<sup>st</sup> day of **December** the 1<sup>st</sup> day of **March** and the 1<sup>st</sup> day of **June** in every year without any deduction whatsoever except as authorised by any statutory enactment for the time being in force **PROVIDED THAT** the first payment in respect of the period from the First day of September Two Thousand and Twenty Three to the Thirtieth day of September Two Thousand and Twenty Three to be paid on the execution hereof.

2.1.2 Throughout the said term by way of further rent from time to time a sum or sums of money equal to the amount (if any) that may be demanded by the insurance company referred to in Clause 3.13 hereof in respect of increased premiums occasioned by the nature of the occupation or business of the Tenant (which amount the Landlord may at its absolute discretion decide shall be wholly borne and paid by the Tenant) the same to be paid without deduction on the quarter day next ensuing after expenditure thereof by the Landlord

**AND SUBJECT** to the following terms conditions and modifications:

3. The Tenant to the intent that the obligations hereinafter set out may continue throughout the continuance of the term hereby created covenants and agrees with the Landlord as follows:

3.1

3.1.1 To pay the rent hereby reserved clear of all deductions whatsoever at the times, and in the manner herein provided and to pay all other sums as provided in the Lease clear of all deductions whatsoever.

3.1.2 On or before the execution of this Lease to keep in deposit with the Landlord an amount equivalent to three (3) months' rent and three (3) months service charge payable by the Tenant from time to time as security for the performance by the Tenant of the Tenant's obligations under this Lease. The Landlord may apply the deposit towards the Tenant's obligations and may thereafter allocate any subsequent payment by the Tenant to restore the deposit in full. Subject as aforesaid the deposit shall be refundable without interest to the Tenant after the expiry of this Lease and the delivery up of the said premises in proper repair decoration and condition and in accordance with this Lease;

3.2 To pay and to indemnify the Landlord against:

- 3.2.1 all rates taxes assessments duties charges impositions and outgoings which during the term whether or not of a novel nature shall be charged assessed or imposed upon the said premises or upon the owner or occupier of them; and
- 3.2.2 proportionate share of all rates taxes assessments duties charges impositions and outgoings which during the term whether or not of a novel nature shall be charged assessed or imposed upon the said piece of land and/or the Building
- 3.2.3 any tax assessment or imposition which during the term whether or not of a novel nature shall be charged assessed or imposed upon the Landlord or the Tenant (other than any income tax payable by the Landlord on its net income) including Value Added Tax now or hereafter charged assessed or imposed or any tax of a similar nature that may be substituted for it or levied in addition to it in respect of any payment made by the Tenant under any of the terms of or in connection with this lease or in respect of any payment made by the Landlord where the Tenant agrees in this lease to reimburse the Landlord for such payment.

3.3

- 3.3.1 To pay to the Landlord by way of additional rent and together with the said rent without any deduction a basic service charge (hereinafter called "the Service Charge") being the proportion of all the operating and management expenses of the Building that the floor space of the said premises bears to the floor space of the total lettable area of the Building being the amount certified by the Landlord's auditors (such certificate to be conclusive and binding on the parties hereto) as the operating and management costs of the Building including the following:-
  - 3.3.1.1 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 (if any) and the replacement of electric light bulbs fluorescent tubes and other similar devices;

- 3.3.1.2 the salaries of the staff employed by the Landlord for carrying out the cleaning obligations on the part of the Landlord hereinafter in sub-clause 4.1 of Clause 4 contained;
- 3.3.1.3 the costs of management of the Building including management charges incurred and/or the salaries of the staff employed by the Landlord for carrying out all or any of services for or in respect of the Building;
- 3.3.1.4 all costs connected with periodical redecoration and repairs and maintenance of the Building (but excluding costs of repairs of a structural nature);
- 3.3.1.5 the cost of security services for the Building incurred by the Landlord including the services of any independent contractor for the purpose;
- 3.3.1.6 the cost of all cleaning materials;
- 3.3.1.7 all charges for water and conservancy;
- 3.3.1.8 all charges incurred in the cleaning of the windows in the common parts of the Building;
- 3.3.1.9 lift maintenance charges;
- 3.3.1.10 all rates, land rent, taxes, assessments and other charges of every nature and kind which now are or may hereafter be assessed or imposed on the premises, the said piece of land or the Building by the Government or by any local authority;
- 3.3.1.11 the costs of all insurance policies in respect of the Building;
- 3.3.2 The Service Charge shall be subject to the following terms and provisions:-
  - 3.3.2.1 The amount of the Service Charge shall be ascertained and certified annually as aforementioned so soon after the end of the Landlord's financial year as may be practicable and shall relate to such year in manner hereinafter mentioned.
  - 3.3.2.2 The expression the "Landlord's financial year" shall mean any annual period as the Landlord may in its discretion determine.
  - 3.3.2.3 The expression operating and management expenses of the building as hereinbefore used shall be deemed to include not



only those expenses and expenditure hereinbefore described which have been actually disbursed, incurred or made by the Landlord during the year in question but also all such expenses and other expenditure hereinbefore described which are of a periodically recurring nature (whether recurring by regular or irregular periods) whenever disbursed incurred or made and whether prior to the commencement of the said term or otherwise including a sum or sums of money by way of reasonable provision for anticipated expenditure in respect thereof as the Landlord or its agents may in its or their discretion allocate to the year in question as being fair and reasonable in the circumstances.

3.3.2.4 The Tenant shall pay to the Landlord the sum of **Shillings Twenty Four Thousand (Shs. 24,000/-) per month (plus Value Added Tax thereon if applicable)** or such increased amount as the Landlord shall notify the Tenant in writing at anytime quarterly in advance with the rent in advance against the Service Charge payable under this Clause;

3.3.2.5 As soon as practicable after the end of each Landlord's financial year the Landlord shall furnish to the Tenant an account of the Service Charge payable by the Tenant for that year due credit being given therein for the advance payment made by the Tenant in that year and upon the furnishing of such account there shall be paid by the Tenant to the Landlord the Service Charge or any balance found payable or there shall be allowed by the Landlord to the Tenant any account which may have been over paid by the Tenant by way of advance payment as the case may require **PROVIDED ALWAYS** that the provisions of this sub-clause shall continue to apply notwithstanding the expiration or sooner determination of the term hereby granted but only in respect of the period down to such expiration or sooner determination as aforesaid.

3.4 To pay all charges in respect of electric current and the cost of supplying installing and maintaining such meter for measuring electric current consumed on the said premises as may be required by the authorised distributor and whether for light or power supplied by the authorised distributor to the said premises and used therein including all kilowatt charges standing, maximum demand, periodic or unit charges and meter rents and in the event that the Tenant shall (with the prior written consent of the Landlord which may be given subject to any conditions the Landlord may deem fit) install any but not limited to electrical or electronic equipment or air conditioning equipment (all hereinafter collectively called "Additional Equipment") in addition to the normal lighting fixtures the Tenant's office equipment comprising word

processors computers and the like (all hereinafter collectively called "Normal Equipment") the Tenant shall pay to the Landlord the additional cost of electricity as shall be incurred over and above the cost of electricity which might reasonably be incurred every month for the use by the Tenant of the Normal Equipment or if so required by the Landlord to install a separate electric meter or sub-meter and to pay to the authorised distributor or to the Landlord (as the case may require) all charges for electricity consumed or used at or in relation to the said premises (including meter rents) the amount to be paid by the Tenant being certified by the Landlord whose certificate shall be conclusive evidence for the purposes of this Sub-Clause of all matters of fact referred to in his Certificate;

- 3.5 To pay all charges levied by Telkom Kenya Limited or any other authorised body in respect of the telephones telefaxes or like equipment installed in the said premises as and when the same shall become due;
- 3.6 Not to do or carry on any business or install any equipment which may tend abnormally to increase the consumption of water without the prior written consent of the Landlord which consent may be given on such terms and conditions as the Landlord may think fit;
- 3.7 At all times to keep the interior of the said premises and the appurtenances thereof including the showroom fronts (if any) doors floors windows and other glass fixtures fittings partitions fastenings wire waste water drain and other pipes and sanitary and water apparatus therein and also all immersion heaters electric light fittings (other than electrical apparatus forming part of the internal wiring of the said premises) and the painting papering and decoration thereof in good and substantial repair and condition throughout the said term (damage by fire and such other risks against which the Landlord shall have insured save where the insurance monies shall be irrecoverable in consequence of any act or default of the Tenant or the servants, licensees or invitees of the Tenant only excepted) and to replace from time to time all Landlord's fixtures fittings and appurtenances in the said premises which may be or become beyond repair at any time during or at the expiration or sooner determination of the said term and without prejudice to the generality of the foregoing covenants to clean all windows (both inside and outside) and other plate glass in the said premises at least once in every month and to make good any damage caused by the wilful neglect or default of the Tenant or of the servants licensees or invitees of the Tenant to any portion of the said premises which are bound to be maintained under the covenant given by the Landlord in that behalf hereinafter contained;
- 3.8 During the last year of the said term or on the earlier termination of this Lease to paint with Two (2) coats at least of good oil or plastic emulsion paint (as the case may require) in workmanlike manner in a colour approved by the Landlord or its agents to the satisfaction of the Landlord or its agents all the inside parts

of the said premises previously or usually painted and clean off and polish all polished wood (if any) in a proper and workmanlike manner:

- 3.9 Not to drive any nails screws bolts or wedges in the floors walls or ceilings of the said premises not to cut maim or injure any walls or timbers or any ceilings provided always that nothing in this sub-clause shall be deemed to restrict the right of the Tenant to fit carpets and similar furnishings:
- 3.10 Not obstruct nor permit or suffer to be obstructed in any manner the corridors passages staircases and passenger lifts in the Building and not to place nor deposit anything in nor obstruct nor suffer anything to be placed or deposited or any obstruction made in the means of access to the said premises or any forecourt area yard or fire escape and not to cover up or obstruct nor suffer to be covered up or obstructed any glass windows or partitions in any manner whatsoever:
- 3.11 Not to introduce nor permit to be introduced into the said premises or any part thereof any package article of furniture piece of machinery or other equipment or thing whatsoever having a weight in each case in excess of Fifty (50) pounds per square foot unless and until the individual weight of each such thing (and in the case of business machines and mechanical equipment also the siting thereof with a view to the absorption and prevention of vibration noise and annoyance) shall have first been approved in writing by the Landlord's Architect for the time being **AND ALSO NOT** to install on the said premises nor permit to be installed therein any safe nor alter the position of any such safe without first obtaining the consent of the Landlord's said Architect to the placing of a safe of the size and weight and in the position intended **AND ALSO NOT** to load the floors beyond the margin of safety prescribed by the Landlord's said Architect or if no margin of safety is prescribed beyond a proper margin of safety (which it shall be the sole responsibility of the Tenant to ascertain) **AND ALSO** to indemnify the Landlord against all actions claims and demands arising from any breach of this sub-clause or resulting from maximum floor-stress of the said premises being at any time exceeded:
- 3.12
  - 3.12.1 to permit any caretaker employed by the Landlord to enter the said premises in the ordinary course of his duty in the company of a member of the Tenant's staff (excepting only in the case of emergency);
  - 3.12.2 to permit the Landlord and its agents and all other persons authorised by it or them with or without workmen and others and with all necessary tools appliances and apparatus at any time with prior notice and after having first obtained the written consent of the Tenant to enter upon the said premises accompanied as aforesaid (or without notice in case of emergency) for the purpose of examining the condition thereof or of doing such repairs alterations additions improvements renewals or other

things as may pursuant to the covenant and agreement by the Landlord in that behalf hereinafter contained be required of or to either the said premises or to any adjoining premises now or hereinafter belonging to the Landlord or to any other part of the Building including the lifts therein or of or to the electricity or water supply or drainage in or under any part of the Building or for the purpose of painting repairing or otherwise dealing with the outside of the private entrance door or doors entering into the said premises and outside of all window frames in the said premises the Landlord causing as little inconvenience as necessary and making good any damage occasioned thereby **PROVIDED HOWEVER** that the rent hereby reserved shall not be in any way abated while such repairs alterations additions improvements renewals or other things as aforesaid are being done nor shall the Landlord be liable to the Tenant in any way for loss or interruption of business of the Tenant arising therefrom or otherwise howsoever.

3.12.3 before the expiration of one calendar month's notice in that behalf given by the Landlord to carry out any repairs for which the Tenant is liable under the Tenant's covenants and agreements herein contained to carry out the same in accordance with such notice and to the satisfaction of the Landlord **PROVIDED THAT** if the Tenant shall fail to carry out such work within such time as aforesaid then the Landlord may thereupon cause the same to be done and recover the cost thereof (which expression shall include but not be limited to all legal costs and surveyors fees and other expenditure whatsoever attendant thereon) from the Tenant but without prejudice to the Landlord's right of re-entry hereinafter contained:

3.12.4 in the event at any time of the Tenant not being personally present to open and permit an entry by the Landlord to the said premises as aforesaid when for any reason an entry thereto shall be necessary or permissible the Landlord or its agents may (provided that the Landlord or its agent or agents during such entry shall accord reasonable care to the property of the Tenant) enter the same by means of a master key or may forcibly enter the same without rendering the Landlord or such agent or agents liable therefor and without in any manner affecting the covenants agreements conditions restrictions stipulations and provisions of the Lease:

3.13 Not to do nor permit or suffer 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 Landlord all sums paid by way of increased premium and all expenses incurred by it in or about the renewal of any such policy rendered necessary by a breach of this covenant and agreement and to the intent that all such payments shall be payable on the day fixed for the payment of the rent

hereinbefore reserved next after demand therefore shall have been made to the Tenant and shall be recoverable as rent **AND ALSO** if and whenever during the Term the Building or any part or parts thereof are damaged or destroyed by fire or any other risk against which the Landlord shall have insured and the insurance money under the policy of insurance effected by the Landlord pursuant to its obligations contained in this Lease is by reason of any act or default of the Tenant or anyone at the said premises expressly or by implication with the Tenant's authority and under the Tenant's control wholly or partially irrecoverable immediately in every such case at the option of the Landlord either to rebuild and reinstate at its own expense the Building or the part destroyed or damaged to the reasonable satisfaction and under the supervision of the Landlord the Tenant 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 to pay to the Landlord on demand with Interest the amount of such insurance money so irrecoverable:

- 3.14 Not to transfer sublet or part with or share the possession of the said premises or any part thereof **PROVIDED THAT** where the Tenant or an assignee or a sub-tenant is a private limited liability company or unlimited company then for the purposes of this subclause any allotment or transfer of shares in the Tenant or any assignee or sub-tenant whereby control of the Tenant or such assignee or such sub-tenant shall pass shall for the purposes of this sub-clause constitute a transfer of the Lease and accordingly is not permitted **AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED** by and between the parties hereto that upon any breach by the Tenant of this covenant and agreement it shall be lawful for the Landlord to re-enter upon the said premises without notice and thereupon the said term shall determine absolutely:
- 3.15 Not without the consent in writing of the Landlord first had and obtained to use the said premises otherwise than for distribution of food supplements and in particular not to use the same for any residential purposes:
- 3.16 Not to paint affix or exhibit any name or writing or any sign-board placard or advertisement in the landing or passages or upon or outside any entrance hall windows roof or outside wall of the Building or any private entrance door to the said premises from the landings or passages giving access thereto save in conformity with the Landlord's Architects' design in size type colour and placing and with the consent in writing of the Landlord first had and obtained **PROVIDED ALWAYS** that the Landlord shall at the request and cost of the Tenant affix the name and occupation of the Tenant in the frame or frames to be provided by the Landlord at or near to the Main entrance to the Building and at or near to the Main entrance to the Fourth Floor of the Building and upon or near to the private entrance doorway to the said premises in such manner as is approved by the Landlord:

- 3.17 To line with white material the exterior of any curtains fitted by the Tenant to the windows of the said premises:
- 3.18 Not (save as is hereinafter otherwise provided) to permit any open or internal combustion fire to be burned within the said premises without the consent in writing of the Landlord first had and obtained **AND** to comply with all recommendation of the Landlord's insurers and the Municipal fire authorities as to fire precautions relating to the said premises **AND NOT** without the like consent of the Landlord to bring or permit to be brought or kept in or on the said premises any inflammable combustible or explosive fluid material chemical or substance nor cause nor permit any odours of cooking or other processes or any unusual or other objectionable odours to permeate from the said premises and in the event of any damage to the Building or loss or damage of any other property of the Landlord or of any other party or death or injury of any persons being caused either directly or indirectly by the burning of any open or internal combustion fire or by the introduction of any specially combustible inflammable or explosive materials (whether or not with consent) to indemnify the Landlord against all losses expenses claims demands and costs whatsoever resulting therefrom including (without prejudice to the generality of this indemnity) current costs or replacement loss of income and public liability:
- 3.19 Not to make without the previous written consent of the Landlord first had and obtained (which consent may be given subject to such terms and conditions as the Landlord may think fit) any alterations or additions in or to the said premises including but not limited to the air conditioning or cooling system or other apparatus of a like nature, if any, therein. If the Landlord shall grant its consent then the following provisions shall apply:-
- 3.19.1 all drawings and specifications in respect of such alterations or additions shall first be approved by the Landlord:
- 3.19.2 the Tenant shall at the Tenant's own cost and expense obtain the approval of all appropriate Government and Local Authorities:
- 3.19.3 all such work alterations or additions shall be carried out at the sole expense of the Tenant by the contractors or mechanics approved by the Landlord and shall be done in such a manner and at such time as the Landlord may from time to time designate:
- 3.19.4 all such alterations additions installations or improvements shall be removed by the Tenant and the Tenant shall re-instate the said premises to their original condition at the Tenant's own expense and cost prior to the expiration or sooner termination of this Lease:
- 3.19.5 all expenses and charges incurred by the Landlord in connection with such alterations additions or improvements including but not limited to

the fees of the Landlord's Architects, Engineers and Structural Engineers shall be paid by the Tenant to the Landlord within seven (7) days of the rendering of accounts by the Landlord to the Tenant.

- 3.20 To pay all costs charges and expenses (including Advocates' costs and Surveyor's fees) incurred by the Landlord for the purpose of or incidental to the preparation and service of any notice requiring the Tenant to remedy a breach of any of the covenants herein contained in incidental to the preparation and service of a Schedule of Dilapidations at the termination of the said term:
- 3.21 To make good any damage caused to the Building or to the said premises by the removal by the Tenant the Tenant's servants employees agents or others of any furniture good or other articles into or out of the Building or and to make good any damage caused to the Building or to the said premises or to the Landlord's fixtures and equipment by installation or removal of fixtures or resulting from fire explosion air conditioning or electrical short circuits flow or leakage of water or steam or by bursting or leaking of pipes or plumbing works or from any other cause of any other kind or nature whatsoever due to carelessness omission neglect improper or negligent conduct or other cause of the Tenant the Tenant's servants employees agents visitors or licensees. In complying with the provisions of this sub-clause restorations and replacement shall be in quality and class equal to the original work or installations. If the Tenant shall fail to carry out the Tenant's obligations under this sub-clause the Landlord shall have the option to make good such restoration or replacement and all expenses and costs so incurred by the Landlord shall be repaid by the Tenant on demand and if not paid as aforesaid shall be recoverable by Court action:
- 3.22 To install at the Tenant's own expense in the said premises such additional fire fighting equipment and appliances as shall be required and approved by the Landlord if in the opinion of the Landlord the trade business or occupation of the Tenant is such as to necessitate such additional equipment and appliances over and above that and those supplied by the Landlord (if any):
- 3.23 To perform and observe all covenants agreements conditions restrictions stipulations and provisions contained in the said Grant under which the said piece of land upon which the Building is erected are held and not at any time to do or permit or suffer anything whereby the title to the said piece of land may be avoided or forfeited **AND** at all times keep indemnified the Landlord and its estate and effects from and against all actions proceedings costs damages claims demands and liability for or in respect of any breach which may be committed during the said term of any of the said covenants agreements conditions restrictions stipulations and provisions:
- 3.24 To permit the Landlord or its agent or agents at any time during the Three (3) months immediately preceding the termination of the term of this Lease to enter

upon the said premises and to affix and retain without interference upon any part of the said premises a notice for re-letting the same and to permit all persons authorised by the Landlord or its agent or agents to view the said premises at reasonable hours in the daytime without interruption and if during the last month of the term of this lease the Tenant shall have removed all or substantially all of the Tenant's properties from the said premises the Landlord may re-enter the said premises without being liable to make any abatement in the rent hereby reserved and without incurring any liability to the Tenant for any compensation and any such acts of the Landlord shall have no effect upon this Lease:

- 3.25 To pay and make good to the Landlord all and every loss and damage whatsoever incurred or sustained by the Landlord as a consequence of every breach or non-observance of the Tenant's covenants or agreements herein contained and to indemnify the Landlord and the Landlord's estate and effects from and against all actions claims liability costs and expenses thereby arising:
- 3.26 Not to do nor permit nor suffer to be done upon or within the said premises anything which in the reasonable opinion of the Landlord (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 the other portions of the Building or any adjoining or neighbouring premises:
- 3.27 Not to use or suffer the use of any lavatories and water closets for the disposal of refuse or for any purpose which may cause a stoppage in the pipes connecting the lavatory basins and water closets with the waste water pipes and soil pipes or such waste pipes and soil pipes:
- 3.28 Not to use nor permit to be used any lift in the Building for the carriage of any goods packages merchandise or office furniture without the written consent of the Landlord first had and obtained (which consent shall not be unreasonably withheld but may if given be given subject to such conditions as the Landlord may reasonably impose) in respect of each occasion when the Tenant desires to carry such articles AND ALSO not to allow or suffer or permit in any circumstances the total weight of any one load in any such lift to exceed the limits prescribed by the Landlord AND ALSO to observe at all times the rules as displayed for the operation of such lift AND ALSO to use such protective materials as a prudent tenant may consider necessary for moving any goods packages merchandise or office furniture as aforesaid AND ALSO in the event of any damage whatsoever being caused to any such lift by reason of the failure of the Tenant or the Tenant's employees licensees or agents to perform and observe the provisions of this sub-clause to make good all such damage at the sole expense of the Tenant and to the satisfaction of the Landlord's said Architect:
- 3.29 Not to hold nor suffer to be held any auction upon the said premises:



- 3.30 To take all necessary steps (at the cost of the Landlord) to prevent any encroachment on the said premises or the acquisition of any new right to light passage drainage or other easement over upon or under the said premises and to give notice to the Landlord of any threatened encroachment or attempt to acquire any such easement:
- 3.31 To procure that the servants employees and agents of the Tenant will comply strictly with and faithfully observe all such reasonable rules and regulations as the Landlord may from time to time promulgate with respect to the Building and the conduct of all tenants and their servants employees agents visitors and licensees:
- 3.32 Not to make any alterations or additions to the electrical equipment or appliances installed in the said premises whether by the Landlord or by the Tenant without the prior written consent of the Landlord in each instance. In the event of the Tenant at any time requiring any riser or risers for supply of the Tenant's electrical requirements the Tenant shall make written request therefor to the Landlord which shall if in the sole judgement of the Landlord (which shall be final and binding upon the Tenant) such riser or risers are necessary and will not cause permanent damage or injury to the Building or to the said premises or cause or create a dangerous or hazardous condition or entail excessive or unreasonably alterations repairs or expense or unduly interfere with or disturb other tenants or occupants of the Building at the sole cost and expense of the Tenant install such riser or risers and shall at the like cost and expense and subject to the aforesaid terms and conditions install in addition to such riser or risers all other equipment proper and necessary in connection therewith:
- 3.33 To give immediate notice to the Landlord in case of fire or accident in the said premises or in the Building or of defects therein or in any fixtures or equipment therein:
- 3.34 If the said premises be or become infested with vermin at the Tenant's own expense to cause the same to be exterminated from time to time to the satisfaction of the Landlord **AND TO** employ such exterminators and such exterminating company or companies as shall be approved by the Landlord:
- 3.35 To indemnify the Landlord against any actions claims or demands arising out of leakage or overflow of water from the said premises **PROVIDED THAT** the Tenant shall not be liable under the provisions of this sub-clause where any such leakage or overflow arises from structural causes or faults inherent in the design of the Building or of the water reticulation system therein or defects in any material used therein or any failure by the Landlord to perform the obligations on the part of the Landlord herein contained:

- 3.36 To indemnify the Landlord against all damage loss or injury occasioned to the Building or the Premises or any other part of the Building or to any adjoining or neighbouring premises or to any person or persons caused by any act default negligence or omission of the Tenant or the servants agents licensees or invitees of the Tenant:
- 3.37 To comply with all laws acts rules regulations or bye-laws now or hereafter enacted passed made or issued by the Government of Kenya or any Municipal Township local or other authority in relation to the occupation conduct or user of the said premises:
- 3.38 Within Seven (7) days of the service thereof upon the Tenant to give full particulars to the Landlord of any notice order or proposal relating to or affecting the said premises given made or issued under or by virtue of any Act or any rule regulation order or direction thereunder or under the bye-laws of any competent authority:
- 3.39 At the expiration or sooner determination of the said term to yield up the said premises to the Landlord with the fixtures and fittings thereto (other than the letter boxes signboards and name plates installed or erected by the Tenant pursuant to sub-clause 3.16 of Clause 3 hereof which said letterboxes signboards and name plates as aforesaid shall remain the property of the Tenant) in such good tenantable repair and condition as shall be in accordance with the Tenant's covenants and agreements herein contained and with all locks keys and fastenings complete AND the Tenant's obligation to perform and observe this covenant and agreement shall survive the expiration or other termination of the said term AND if the last day of the said term shall fall on a Sunday or a public holiday this Lease shall expire on the business day immediately following:
- 3.40
- 3.40.1 Not to apply to the Landlord for any consent to take any action of the kind referred to in Section 67(2) of the Land Act 2012 Laws of Kenya.
- 3.40.2 Not to take any action of the kind referred to in Section 67(2) of the Land Act 2012 Laws of Kenya.
- 3.41 Not to become bankrupt or to go into liquidation or to permit a winding up order to be made against it or to go into receivership or to allow itself to remain in receivership or to enter into any agreement with his/its/their creditors for liquidation of debts by any arrangements or composition or suffer any distress for rent or execution proceedings to be levied upon any of its/his/their assets:

- 3.42 To insure and keep insured throughout the said term all plate glass in the said premises or forming part of the exterior of the said premises in some insurance office or with underwriters of good repute and upon demand by the Landlord to produce a certified copy of the insurance policy to the Landlord.
- 3.43 To pay all costs (other than those payable for the purpose of obtaining the consent of any Chargee) in connection with the preparation and completion of this Lease and a counter-part thereof including the Landlord's Advocates costs together with stamp duties registration fees value added tax and other disbursements:
4. The Landlord to the intent that the obligations hereinafter set out may continue throughout the continuance of the said term covenants and agrees with the Tenant as follows:-
- 4.1 Subject to the payment by the Tenant of the rents hereinbefore reserved and provided that all covenants on the part of the Tenant have been performed and observed and unless prevented by any cause beyond its control to keep adequately lighted the entrance halls staircases landings passages lifts lavatories and washing conveniences in common use by the Tenant the Landlord and other tenants (if any) during such hours as the Landlord may reasonably decide and to keep the said entrance halls staircases landings passages lifts lavatories and washing conveniences and all windows affording light to the same clean and tidy and in good and tenantable repair together with the roof outside walls (but not the interior faces of such parts of external or internal walls as bound the said premises) and the main structure of the Building and the drains down pipes water main electric circuits and sanitary apparatus (excluding nevertheless any which lie within the said premises and exclusively serve the same) thereof at all times during the said term **PROVIDED ALWAYS** that the Landlord shall not be liable for any damage to persons or property caused by or resulting from or arising out of the default of any tenants of the Building or any portion thereof their servants or agents or licensees with reference to the maintenance or user of any pipes or sanitary water or electrical apparatus therein or caused by any such persons permitting the maximum floor stress of any part of the Building or the permitted maximum total weight in any lift therein to be exceeded and **PROVIDED ALSO THAT** the Landlord shall not be liable to the Tenant for any defect or want of repair hereinbefore mentioned:
- 4.2 To insure and keep insured the Building and Landlord's fixtures therein against loss or damage by fire storm tempest loss of all rents and service charges payable in respect of the Building for such period as the Landlord may deem fit and such other risks as the Landlord shall deem desirable or expedient in some insurance office or with underwriters of repute and in case of destruction of or damage to be Building or any part thereof from any cause covered by such insurance as to make the same unfit for occupation (subject to the consent of the Chargee for the time being of the said pieces of land and the buildings

thereon or any part thereof so to do) and use to lay out all monies received in respect of such insurance (other than for loss of rent Architect's and Surveyor's and demolition and clearance expenses) in re-building and re-instating the same as soon as reasonably practicable:

- 4.3 Unless prevented by any cause beyond its control to operate and maintain and to keep in proper safe and efficient working order the lifts of the Building **PROVIDED THAT** the Landlord may withdraw the passenger and/or service lifts from service whenever and for such periods of time as may be required for the maintenance and repair thereof:
- 4.4 To employ and maintain such staff as may be necessary to carry out the cleaning obligation on the part of the Landlord referred to in sub-clause 4.1 of this Clause:
- 4.5 Subject to Clause 3 hereof to pay all rents rates taxes charges and outgoings whatsoever which now and hereinafter may become payable in respect of the said piece of land and the Building:
- 4.6 That the Tenant paying the rent hereby reserved and any additional rent which may be payable hereunder and performing and observing the several covenants agreements conditions restrictions and stipulations herein contained and the covenants and conditions of the said Grants and of any Charge affecting the Building and the said pieces of land be entitled peaceably to hold and enjoy the said premises during the continuance of the said term without any interruption from or by the Landlord or any person rightfully claiming from or under it:

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

- 5.1 In the event of the said premises or any part thereof being damaged or destroyed by fire during the continuance of the said term so as to render them unfit for occupation the Landlord will unless such damage or destruction shall have been due to the act or neglect of the Tenant or of any servant employee agent or licensee of the Tenant allow to the Tenant a total or proportionate abatement of the rent hereby reserved as the case may be **PROVIDED THAT** the Landlord shall in no circumstances be liable for any damage or loss suffered by the Tenant by reason of such loss of occupation of the said premises and **PROVIDED ALWAYS** that the Tenant shall not have any such right of determination of the Term hereby created as is contemplated by section 65(l)(e) of the Land Act 2012 Laws of Kenya:
- 5.2 If the said rent or any additional rent or any other payment due hereunder by the Tenant or any part thereof shall be in arrears for the space of Twenty-one days next after any of the days whereon the same ought to be paid as aforesaid

whether the same shall have been legally demanded or not or if there shall be any breach or non-performance or non-observance by the Tenant of any of the covenants agreements conditions restrictions stipulations and provisions herein contained and on the part of the Tenant to be performed and observed then and in any such case it shall be lawful for the Landlord at any time thereafter to enter into and upon the said premises or any part thereof in the name of the whole and the same to have again repossess and enjoy as in its former estate anything herein contained to the contrary in anywise notwithstanding without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of any of the covenants and agreements by the Tenant hereinbefore contained.

- 5.3 If the Tenant shall make default in paying any sum referred to in this Lease then such sum together with the interest thereon at the rate of thirty six per centum (36%) per annum from the date of such default until payment in full shall be recoverable (whether formally demanded or not) as if rent in arrears:
- 5.4 Nothing herein shall confer any right upon the Tenant or Tenant's servants and licensees to use any loading area in the Building but the Landlord may if it thinks fit upon the written application of the Tenant licence the Tenant in writing to use such facilities for such period and for such purpose and upon such conditions as the Landlord shall stipulate in such written licence **PROVIDED HOWEVER** that the Landlord shall be entitled to refuse or cancel the use of such facilities by the Tenant at any time if the Landlord in its uncontrolled discretion shall consider the same to have been abused by the Tenant or that the interest of the Landlord or any other tenants of the Building have been or are likely to be prejudiced by the granting of such facilities:
- 5.5 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 Landlord or the Tenant 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 Landlord or the Tenant as the case may be shall remedy such breach immediately conditions permit and in the event of any such breach or a covenant or agreement on the part of the Tenant not having been remedied before the expiration or sooner determination of the said term the Tenant shall forthwith upon such expiration or sooner determination pay to the Landlord such an amount as shall be necessary to remedy such breach as aforesaid:
- 5.6 Notwithstanding anything herein contained the Landlord shall not be liable to the Tenant nor shall the Tenant have any claim against the Landlord in respect of any interruption in any of the services hereinbefore mentioned by reason of repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire water act of God or other cause beyond the

Landlords control or by reason of mechanical or other defect or breakdown or inclement conditions or unavoidable shortage of fuel materials water or labour;

- 5.7 If possession of the said premises is given before the date hereinbefore stated for the commencement of the said term then rent at the rate provided above shall be payable by the Tenant to the Landlord for such extra period of occupancy. The covenants agreements conditions restrictions and provisions herein contained or implied shall apply to such extra period of occupation:
- 5.8 The Landlord shall have the power at all times without obtaining any consent from or making any compensation whatsoever to the Tenant to deal as the Landlord may think fit with any building or buildings now or hereafter erected on the said piece of land or any part thereof and to erect or suffer to be erected on the said piece of land or any part thereof and on the Building or any part thereof now or hereafter erected on the said piece of land or any part thereof any additions to existing buildings or any new buildings or structures whatsoever whether such buildings or structures shall or shall not effect or diminish the light or air or any liberties, privileges, easements or advantages, which may now or at any time or times during the said term shall be enjoyed by the Tenant or other occupiers for the time being of the said premises or any part thereof or otherwise constitute a nuisance or inconvenience or derogate from any of the terms of this Lease:
- 5.9 This demise shall not confer or be deemed to include (by implication or otherwise) in favour of the Tenant any rights or privileges heretofore enjoyed by any person previously in the occupation of the said premises or any part thereof in relation thereto not expressly herein set out nor any rights of light or air liberties privileges easements or advantages (except such as may be specifically granted in this Lease) in through over or upon the said pieces of land or any part thereof or on the buildings now or hereafter erected thereon or any premises adjoining or near to the said premises:
- 5.10 This Lease is subject and subordinate to all ground or underlying leases and to any first charges which may now or hereafter affect such leases or the premises of which the said premises form part and to all renewals modifications consolidations replacements and extensions thereof:
- 5.11 The Landlord shall have the right at any time without the same constituting an actual or constructive eviction and without incurring any liability to the Tenant therefor to change the arrangement and /or location of entrances or passage-ways doors and door-ways and corridors lifts staircases lavatories and washing conveniences or other public parts of the Building and to change the name number and designation by which the Building is commonly known:
- 5.12 If the Tenant shall default in the performance or observance of any of the covenants agreements conditions restrictions stipulations and provisions herein

contained or implied and on the Tenant's part to be performed and observed the Landlord may subject to the provisions of sub-clause 3.12.4 of Clause 3 hereof immediately or at any time thereafter and without notice perform the same for the account of the Tenant and if the Landlord shall make any expenditure or incur any obligations for the payment of money in connection therewith including but not limited to advocates' fees in instituting prosecuting or defending any action or proceeding such sums paid or obligations incurred with interest and costs shall be deemed to be additional rent hereunder and shall be paid by the Tenant to the Landlord within Seven (7) days of furnishing or rendering to the Tenant of any bill or statement therefor and any recovery of such moneys by the Landlord shall be without prejudice to the Landlord's right of re-entry herein contained:

- 5.13 The failure of the Landlord to seek redress for violation of or to insist upon the strict performance of any covenant agreement conditions restriction stipulation or provision of this Lease or of any of the Rules from time to time promulgated by the Landlord shall not prevent any subsequent act which would have originally constituted a violation from having all the force and effect of an original violation **AND** the receipt by the Landlord of any rent with knowledge of the breach of any covenant agreement conditions restriction stipulation or provision of this Lease shall not be deemed to be a waiver of such breach **NOR** shall the failure of the Landlord to enforce any such Rule or Regulation as aforesaid against the Tenant and/or any other tenant in the Building be deemed to be a waiver of any such Rules and Regulations. No provision of this Lease shall be deemed to have been waived by the Landlord unless such waiver be expressly made by the Landlord in writing **NOR** shall any payment by the Tenant or any receipt by the Landlord of a lesser amount than the monthly rent hereby reserved be deemed to be other than on account of the earliest stipulated rent **NOR** shall any endorsement or statement on any cheque or any letter accompanying any cheque or payment as rent be deemed to be an accord and satisfaction and the Landlord may accept any such cheque or payment without prejudice to the Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided:
- 5.14 Except as is provided by Sub-Clause 5.1 hereof no allowance shall be made to the Tenant for a diminution of rental value and no liability shall fall on the Landlord by reason of any inconvenience annoyance or injury to business arising from the Landlord or the Tenant or others making any repairs alterations additions or improvements in or to any portion of the Building or the said premises or in or to any fixtures appurtenances or equipment thereof nor shall any liability fall on the Landlord for failure by it or by others to make any repairs alterations additions or improvements in or to any portion of the Building or the said premises or in or to the fixtures appurtenances or equipment thereof:
- 5.15 If any dispute arises between the Tenant and the tenants or occupiers of other parts of the Building or any adjoining property as to any easement right

privilege in connection with the use of the Premises and any other part of the Building or any adjoining property or as to the boundary structures separating the said premises from any other property it shall be decided by the Landlord or in such manner as the Landlord shall direct:

5.16 If after the Tenant has vacated the said premises on the expiry of the Term any property of the Tenant remains in or on the said premises:

5.16.1 the Landlord may as the agent of the Tenant sell such property and the Tenant will indemnify the Landlord against any liability incurred by (it) to any third party whose property shall have then been sold by the Landlord in the mistaken belief in good faith (which shall be presumed unless the contrary be proved) that such property belonged to the Tenant;

5.16.2 if the Landlord having made reasonable efforts is unable to locate the Tenant the Landlord shall be entitled to retain such proceeds of sale absolutely unless the Tenant shall claim them within six (6) months of the date upon which the Tenant vacated the said premises; and

5.16.3 the Tenant shall indemnify the Landlord against any damage occasioned to the said premises and any actions claims proceedings costs expenses and demands made against the Landlord caused by or related to the presence of the property in or on the said premises.

5.17 The Landlord shall not be liable for any loss damage or injury to the Tenant or the servants licensees or invitees of the Tenant caused by:-

5.17.1 Any defect in or negligent working construction or maintenance of the passenger lifts or of any lighting or other part of the equipment or structure of the Building or any part thereof;

5.17.2 Any lack or shortage of electricity water or drainage;

5.17.3 The overflow of water to the said premises from other parts of the Building;

5.17.4 Any act default or negligence of any caretaker attendant or other servant of the Landlord in or about the performance or purported performance of any duty relating to the provision of the Services or care maintenance or upkeep of the Building;

5.17.5 Any burglary or theft;

5.17.6 Any fire or explosion howsoever occurring; or



5.17.7 Any act or default of any other tenant of the Building or any portion thereof or of its/their servants licensees 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 Building.

AND the Tenant shall indemnify the Landlord against all or any claims actions and proceedings by the servants licensees or invitees of the Tenant in respect of such loss damage or injury.

5.18 The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord except any such statement or representation that is expressly set out in this Lease:

5.19 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 Tenant shall be sufficiently served if addressed to the Tenant and delivered to the said premises or sent by registered post to the Tenant's last known address in the said Republic and any notice or communication to the Landlord shall be sufficiently served if delivered to it personally or sent to it by registered post to its last known address in the said Republic or served on any agent authorised by the Landlord to receive or who has in fact on its behalf collected the rent of the said premises. Any notice communication bill or statement served by registered post shall be deemed to have been served within Four days following the day on which it is posted.

5.20 The provisions of Section 65(1)(e) and Section 67 of the Land Act 2012 shall not apply to this Lease:

5.21 No provision contained in this Lease shall be waived or varied by either party hereto except by agreement in writing which agreement shall if the case so require be duly registered in the Land Titles Registry at Nairobi at the sole cost and expense of the Tenant except where such waiver or variation shall have been requested by the Landlord in which case the Landlord shall pay the same.

5.22 If and whenever during the Term the said rent is paid by the Tenant to the Landlord by ordinary cheque or bankers cheque and such cheque is dishonoured on presentation at the Landlord's bank, the Tenant shall immediately pay to the Landlord the said rent in cash together with a further sum of Shillings Three Thousand (Shs. 3,000/-) for each such dishonoured cheque.

6.

6.1 In consideration of this Lease having been given to the Tenant at the request of the Guarantors to the Landlord the Guarantors **HEREBY JOINTLY AND SEVERALLY GUARANTEE** to the Landlord and without the need for any express assignment all its successors in title the payment by the Tenant of the

rent hereby reserved and all sums payable by the Tenant hereunder and the due performance and observance by the Tenant of all the provisions covenants and conditions hereof and in the event of any default by the Tenant the Guarantors **HEREBY JOINTLY AND SEVERALLY COVENANT AND AGREE** with the Landlord to pay on demand the said rent and all sums becoming due to the Landlord from the Tenant hereunder and all losses damages expenses and costs suffered by the Landlord as a result of non-payment or breach by Tenant of non-performance or non-observance of any of the provisions covenants and conditions hereof notwithstanding:-

- 6.1.1 any time or indulgence granted by the Landlord to the Tenant or any neglect or forbearance of the Landlord in enforcing the payment of the rents or the observance or performance of the covenants or other terms of this lease or any refusal by the Landlord to accept rents tendered by or on behalf of the Tenant at a time when the Landlord was entitled to re-enter the said premises;
- 6.1.2 that the term of this Lease may have been varied by agreement between the Landlord and the Tenant without the prior consent of the Guarantors;
- 6.1.3 that the Tenant shall have surrendered part of the said premises in which event the liability of the Guarantors under this Lease shall continue in respect of the part of the said premises not so surrendered;
- 6.1.4 any extension of time given by the Landlord.
- 6.1.5 any variation of the terms of this Lease (including any reviews of the rent payable under this Lease) or the transfer of the Landlord's reversion or the assignment of this Lease.
- 6.1.6 any change in the constitution structure or powers of either the Tenant, the Guarantor or the Landlord or the bankruptcy, liquidation or administration (as the case may be) of either the Tenant or the Guarantor.
- 6.1.7 any legal limitation or any immunity disability or incapacity of the Tenant (whether or not known to the Landlord or the fact that any dealings with the Landlord by the Tenant may be outside or in excess of the powers of the Tenant.
- 6.1.8 any act omission matter or thing whatsoever whereby but for this provision the Guarantor would be exonerated either wholly or in part (other than a release under seal given by the Landlord)

- 6.2 The guarantee aforesaid shall not be discharged if at any time during the said term the Tenant (being an individual) shall become bankrupt or (being a company) shall enter into liquidation.
- 6.3 The Guarantors hereby further covenants with the Landlord that the Guarantors are jointly and severally liable with the Tenant (whether before or after disclaimer by a liquidator or trustee in bankruptcy) for the fulfillment of all the obligations of the Tenant under this Lease and agrees that the Landlord in the enforcement of its rights hereunder may proceed against the Guarantor as if the Guarantors were named as the Tenant in this Lease.
- 6.4 The Guarantors hereby waive any right to require the Landlord to proceed against the Tenant or to pursue any other remedy whatsoever which may be available to the Landlord before proceeding against the Guarantors.
- 6.5 The Guarantors hereby further covenant with the Landlord that the Guarantors shall not claim in any liquidation bankruptcy composition or arrangement of the Tenant in competition with the Landlord and shall remit to the Landlord the proceeds of all judgments and all distributions it may receive from any liquidator trustee in bankruptcy or supervisor of the Tenant and shall hold for the benefit of the Landlord all security and rights the Guarantors may have over assets of the Tenant whilst any liabilities of the Tenant or the Guarantor to the Landlord remain outstanding.
- 6.6 The Guarantors hereby further covenants with the Landlord that:-
- 6.6.1 if a liquidator or trustee in bankruptcy shall disclaim or surrender this Lease or
- 6.6.2 if this Lease shall be forfeited or
- 6.6.3 if the Tenant shall cease to exist
- THEN** the Guarantors shall upon demand pay to the Landlord a sum equal to the rent and other sums that would have been payable under this Lease but for the disclaimer or other event in respect of the period from and including the date of such disclaimer or other event until the expiration of twelve months therefrom or until the Landlord shall have granted a lease of the said premises to a third party (whichever shall first occur).
- 6.7 This guarantee and indemnity shall enure for the benefit of the successors and assigns of the Landlord under this Lease without the necessity for any assignment thereof.
7. The Tenant hereby accepts this Lease subject to the covenants agreements conditions restrictions stipulations and provisions above set forth or referred to:

**IN WITNESS WHEREOF** this Lease has been duly executed the day and year first herein written.

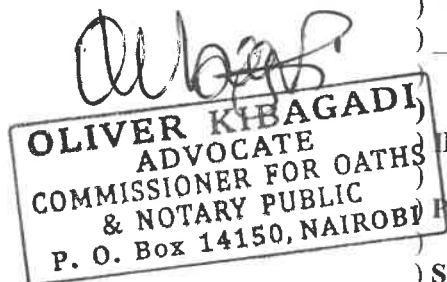
**THE SCHEDULE HEREINBEFORE REFERRED TO**

**ALL THAT** the area of floor space measuring approximately 1,200 square feet situate on the Fourth Floor of the Building as the same is more particularly delineated on the plan registered in the Registry of Documents at Nairobi in Volume                      Folio  
File                      and thereon bordered red and marked “.....”.

SIGNED by the said  
DILIPKUMAR RAICHAND  
SHAH



DILIPKUMAR RAICHAND SHAH



ID/Passport No. y 1186577

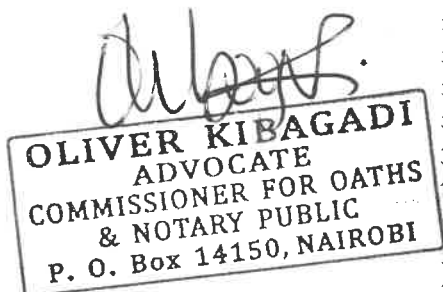
PIN No: y A0001512365

) Signature: y [Signature]

SIGNED by the said  
LEKHA SURENDRA RAICHAND  
SHAH  
in the presence of:-



LEKHA SURENDRA RAICHAND SHAH



ID/Passport No. y 35336244

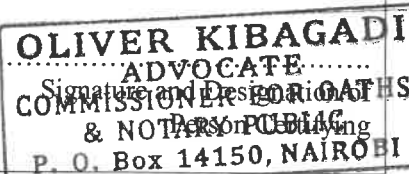
) PIN No: y A0041620581

ADVOCATE

) Signature: y Lekha S. Shah

Certificate of Verification under section 45 of the Land Registration Act

I CERTIFY that the above-named.....and  
.....appeared before me on the .....day of  
..... 20..... and being known to me/being identified by  
..... of .....acknowledge the above  
signature or mark to be theirs and that they had freely and voluntarily executed this instrument  
and understood its contents and I confirm that the above photograph is her true likeness and that  
the particulars in her Identity Card/Passport and Tax PIN Certificate are correct and the originals  
have been produced to me for inspection.



SIGNED by TWO DIRECTORS  
OF THE TENANT



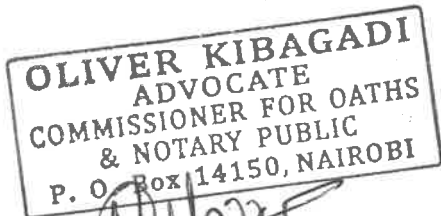
ISSA NIZEYIMANA

ID/Passport No. PC639552

PIN No: Y

Signature: [Signature]

in the presence of:-



[Signature]

JUSTIN KIBET JUMA



ID/Passport No. Y37151187

PIN No: Y

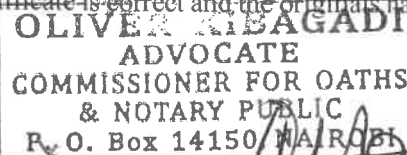
Signature: [Signature]

ADVOCATE

Certificate of Verification under section 45 of the Land Registration Act

I CERTIFY that **ISSA NIZEYIMANA AND JUSTIN KIBET JUMA** being a Directors of the Tenant appeared before me on the ..... day of ..... 20..... and being known to me/being identified by ..... of ..... acknowledge the above signature or mark to be his and that they had freely and voluntarily executed this instrument and understood its contents and I confirm that the above photograph is his true likeness and that the particulars in his Identity Card/Passport and Tax PIN Certificate is correct and the originals have been produced to me for inspection.

Advocate to sign  
and stamp



Signature and Designation of  
Person Certifying

SIGNED by the GUARANTORS  
in the presence of:-

COLOURED  
PHOTO

Name: ISSA NIZEYIMANA

ID/Passport No. \* PC639572

PIN No: ✓

Signature: ✓

COLOURED  
PHOTO

Name: JUSTIN KIBET JUMA

ID/Passport No. ✓ 37151187

PIN No: ✓

Signature: ✓

OLIVER KIBAGADI  
ADVOCATE  
COMMISSIONER FOR OATHS  
& NOTARY PUBLIC  
P. O. Box 14150, NAIROBI

ADVOCATE

Certificate of Verification under section 45 of the Land Registration Act

I CERTIFY that the above-named **ISSA NIZEYIMANA AND JUSTIN KIBET JUMA** appeared before me on the .....day of ..... 20..... and being known to me/being identified by ..... of ..... acknowledge the above signatures or marks to be his and that he had freely and voluntarily executed this instrument and understood its contents and I confirm that the above photographs are their true likeness and that the particulars in his Identity Card/Passport and Tax PIN Certificate is correct and the original have been produced to me for inspection.

Advocate and Stamp

OLIVER KIBAGADI  
ADVOCATE  
COMMISSIONER FOR OATHS  
& NOTARY PUBLIC  
P. O. Box 14150, NAIROBI

Signature and Designation of  
Person Certifying



## MEMORANDUM

1. The Government Lands Act (Chapter 280).
2. The Special Conditions contained in the Grant registered as Number I.R 81910.
3. The Leases registered against and noted in the said Grant.
4. The Land Act 2012.
5. The Land Registration Act 2012.

REGISTERED this ..... day of ..... 20 .....

Seal .....

LAND REGISTRAR

Name: ..... Registrar's Stamp/No.....

Signature: .....

**DRAWN BY:-**

**SHAH & SHAH ADVOCATES  
KIMATHI CHAMBERS  
KIMATHI STREET  
P O BOX 45839  
00100 GPO  
NAIROBI**