

## **Chief Investment Company**

### **TENANCY LEASE AGREEMENT**

THIS LEASE, dated and entered into this 1st day of August, 2018, by and between Chief Investment company, a Limited Liability Company with its address, P.O Box 75471 - 00200, City Square, Nairobi-Kenya (hereinafter called "Landlord") and Patmol Security Services., a Corporation with an address P.O Box 4-00600, Nairobi-Kenya 76014, (hereinafter called "Tenant").

#### **WITNESSETH:**

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord certain premises in a building known as:

**149 GC  
Green Court  
Plot No:**

as shown outlined in on Exhibit "A", attached hereto and made a part hereof, consisting of approximately thirty by sixty (30x60) usable square feet, (hereinafter referred to as the "Premises"). Tenant shall also have the right to use in conjunction with other tenants in the building certain common facilities, hallways, rest room facilities, and courtyard.

#### **1. TERM**

The term of this Master Lease shall be for a period of six (6) years, broken down into three phases of each phase renewable and review of the rent after every two years (2) commencing on:-

Phase I: Aug 1st, 2018-July 31st, 2020 } (Renewable)  
Phase II: Aug 1st, 2020-July 31st, 2022 } (Renewable)  
Phase III: Aug 1st, 2022-July 31st, 2024 } (Renewable)

("Commencement Date") and expiring on July 30th, of every other two years ("Expiration Date") unless sooner terminated pursuant to any provision hereof.

#### **2. POSSESSION**

(a) If Landlord, for any reason whatsoever, cannot deliver possession of the Premises to Tenant at the commencement of the term, this Lease shall not be void or voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting there from, nor shall the expiration date of the above term be in any way extended,

but in that event, all rent shall be abated during the period between the commencement of said term and the time when Landlord delivers possession.

(b) In the event that Landlord shall permit Tenant to occupy the Premises prior to the commencement date of the term, such occupancy shall be subject to all the provisions of this Lease. Said early possession shall not advance the termination date herein above provided. Rent during such occupancy shall be a prorated portion of the monthly installment herein, based on a 30-day month.

(c) Tenant accepts the Premises in "as is" condition subject to tenant finish requirements of Landlord specified hereafter, if any.

### **3. RENT, LOCK FEE, CAM CHARGES, SECURITY DEPOSIT**

(a) Tenant agrees to pay Landlord without prior notice or demand, the sum of fifty five thousand Kenyan Shillings 00/100 Ksh. (55,000.00) per month (the "Base Rent"), which shall commence on the 1st day of Aug 2018 . Such payments shall be due on or before the 5th day of each calendar month. Rental payments shall be prorated at the rate of onethirtieth (1/30th) of the monthly rental per day for any partial month. Said Base Rent, and all other money charges due pursuant to this Lease, shall be paid to Landlord without deduction or offset in lawful money of the Kenyan Government, which shall be legal tender at the time of payment to Chief Investment Company, of P.O Box 504-40500, NyamiraKenya, or at such other place or places as Landlord may from time to time designate in writing.

### **SECURITY DEPOSIT**

(b) It is agreed that Tenant, at the time of execution of this Lease, has deposited with the Landlord, and will keep on deposit at all times during the term and any extended term of this Lease, The Security deposit will be an equivalent of two months' rent Which will be One Hundred and ten thousand Kenyan Shillings (Ksh.110,000.00) this Lease to be performed by Tenant. The security deposit will use Patmol Security Services deposit on file with the Landlord. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of rent, Landlord may, without further notice to Tenant, use, apply or retain all or any part of this security deposit for the payment of any rent or any sum, in default, or for the payment of any other amount which Landlord may spend or become obligated to spend by reasons of Tenant's default or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion of said deposit is so used or applied, Tenant shall within five (5) days after written demand therefore deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a material breach of this Lease. Said deposit shall not be considered as liquidated damages and if claims of Landlord exceed said deposit, Tenant shall remain liable for the balance of such claims. The Landlord shall not be required to keep this security deposit separate from its general funds and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant within sixty (60)days (or, at Landlord's option, to the last assignee of Tenant's interest hereunder) of the expiration of the Lease term and upon Tenant's vacation of the Premises and Tenant's performance of all provisions of the Lease. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said deposit to Landlord's successor in interest, whereupon, Tenant agrees to release Landlord from liability for the return of such deposit or the accounting therefore.

### **4. CONDITION OF PREMISES**

Tenant accepts the condition of the Premises in current as is condition. There will be no alterations whatsoever of the premises from its original architectural plans any kind of changes must be well documented with a written go ahead from the landlord.

## **5. USE OF PREMISES**

(a) Tenant covenants to use the Premises for general office purposes only and to use them in a careful, safe and proper manner; to pay on demand for any damage to the Premises caused by negligent act or omission of such Premises by Tenant, its agents or employees or of any other person entering upon the Premises under express or implied invitation of Tenant; not to use or permit the Premises to be used for any purposes prohibited by the laws of the government of Kenya, the Nairobi County, the City Housing and Planning Department, or the ordinances of the City ; and not to commit waste, nor suffer, nor permit waste to be committed, nor permit any nuisance on or in the Premises.

(b) Tenant agrees to keep the Premises in a neat, clean and attractive condition; to comply properly with all laws, ordinances, and other governmental rules and regulations concerning the Premises or the streets, sidewalks, alleys, parks, parkways, and other public property abutting the Premises; to use the Premises for no purpose which would render void the fire, extended coverage and added perils insurance on the building. Tenant agrees to pay all extra insurance premiums on the building on which the Premises are a part if such extra insurance premiums are reasonably required as the result of the use which Tenant shall make of the Premises.

(c) Tenant will not at any time deface or injure any portion of the Premises or burn anything in or about the Premises; or keep or display any merchandise or other object on or otherwise obstruct any sidewalks, stairways, walkways, streets, parks or parkways; or use or permit the use of any portion of the Premises as a living quarters, sleeping rooms or for similar uses.

(d) The Rules and Regulations attached hereto and marked Exhibit "B", as well as rules and regulations as may be hereafter adopted from time to time by Landlord for the safety, care and cleanliness of the Premises and the preservation of good order thereon, are hereby expressly made a part hereof, and Tenant agrees to obey all such Rules and Regulations.

## **6 UTILITIES**

All applications and connections for necessary utility services on the demised premises are made in the name of Landlord, and Tenant shall be liable for utility charges as they become due, including those for sewer, water, electricity, and gas. Tenant agrees to control utility usages at a moderately and acceptable level. Any service (utility or otherwise) ordered by Tenant will be the sole responsibility of Tenant other than.

**N/B:**

There shall be water and electrical security deposit of Five Thousand Kenyan shillings (Ksh.5,000.00) Respectively. Which shall be paid upon the security Deposit normally ordered.

## **7 TENANT ALTERATIONS**

(a) The parties acknowledge that if the condition of the Premises were allowed to be constructed and maintained in substandard condition, it would have a detrimental effect to Landlord's ability to maintain and attract other

lessees in the Building and thereby harm both parties. Therefore Tenant at its cost, promptly after execution hereof, shall diligently complete remodeling at the Premises according to plans and specifications presented by Landlord. Thereafter during the entire term of this Lease, Tenant's storefront, signage, trade fixtures, walls, floor coverings, ceiling, lighting and other finishes within and without the Premises shall be maintained in first-class condition and updated, repaired, remodeled and replaced as necessary from time to time by tenant at its cost. Tenant shall keep the Demised Premises free from insects, rodents, vermin and other pest and make all needed repairs and replacements, including replacement of cracked or broken glass. In the event that Landlord notifies Tenant of any shortcoming in the appearance of the Premises or the conduct of the business operation, therein, Tenant shall promptly and diligently correct such shortcoming. All major alterations and refurbishing shall require the advance consent of Landlord. No signs may be installed that do not conform to Landlord's Sign Criteria and that are not approved in writing by Landlord in advance of installation. Any contractor or party selected by Tenant to do work in connection with this provision must first be approved by Landlord in writing. Upon the expiration or sooner termination of the term hereof, Tenant may remove its trade fixtures and shall, upon Landlord's request, remove alterations made by Tenant that are requested by landlord to be removed and repair damage to the Premises caused by such removal. This obligation of Tenant shall survive the termination of this Lease.

## **8. REPAIRS**

(a) By taking possession of the Premises, Tenant shall be deemed to have accepted the Premises as being in good, sanitary order, condition and repair. Tenant shall, at Tenant's expense, keep the Premises, in good condition and repair, ordinary wear and tear excepted. Tenant shall upon the expiration or sooner termination of this Lease surrender the Premises to Landlord in good condition, ordinary wear and tear excepted. Except as specifically provided in an addendum, if any, to this Lease, Landlord shall have no obligation to alter or remodel the Premises and the parties affirm that Landlord has made no representations to Tenant respecting the condition of the Premises of the Building except as specifically herein set forth. Landlord shall not be liable for any failure to make any such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as provided in hereof, there shall be no abatement of rent and no liability of Landlord by reason of any injury to or interference with Tenant's business. Landlord shall not be responsible for plate glass; windows, doors and other exterior openings; window and door frames, molding closure devices locks and hardware, and special store fronts.

## **9 LIENS**

Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant. Landlord may require, at Landlord's sole option, that Tenant shall provide to Landlord, at Tenant's expense, a lien and completion bond in an amount equal to 2 times any and all estimated cost of any improvements, additions or alterations in the premises to insure Landlord against any liability for mechanics' and material men's liens and to insure completion of the work.

## **10. PERSONAL PROPERTY TAXES**

During the term hereof, Lessee shall pay prior to delinquency all taxes assessed against and levied upon fixtures, furnishings, equipment and all other personal property of Lessee contained in the Premises; and Lessee shall cause said fixtures, furnishings, equipment and other personal property to be assessed and billed separately from the real and personal property of Lessor. In the event any or all of the Lessee's fixtures, furnishing, equipment

and other personal property shall be assessed and taxed with the Lessor's real property, Lessee shall pay to Lessor its share of such taxes within ten (10) days after delivery to Lessee by Lessor of a statement in writing setting forth the amount of such taxes applicable to the Lessee's property.

## **11 BUILDING SERVICES**

(a) As a part of the rent, Landlord agrees to furnish to the Premises during hours of generally recognized business days, and subject to the Rules and Regulations of the building which the Premises are a part, water and electricity suitable for normal office use of the Premises, heat and air conditioning required in Landlord's reasonable judgment for the comfortable use and occupation of the Premises.

(b) Landlord shall not be liable for and Tenant shall not be entitled to any abatement or reduction of rental by reason of Landlord's failure to furnish any of the foregoing services, when such failure is caused by accident, breakage, repairs, strikes, lockouts or other labor disturbances or labor disputes of any character, riots, civil disturbances or by any other cause beyond the reasonable control of Landlord, provided that Landlord attempts to correct such failure of services with due diligence after notice thereof.

(c) Tenant will not without the consent of Landlord use any apparatus or device in the Premises which will in any way unreasonably increase the amount of electricity or water usually furnished or supplied for use of the Premises; nor connect with electrical current, except through existing electrical outlets in the Premises, or water pipes, any apparatus or device for the purpose of using electric current or water. If Tenant shall require water or electric current in excess of that usually furnished or supplied for the use of the Premises, Tenant shall first procure the consent of Landlord to the use thereof and Landlord may cause a water meter or electric current meter to be installed in the Premises so as to measure the amount of water and electric current consumed for any such other use. The costs of any such meters and of installation, maintenance and repair thereof shall be paid for by Tenant, and Tenant agrees to pay to Landlord promptly upon demand thereof by Landlord for all such water and electric current consumed, as shown by said meters, at the rates charged for such services by the local public authority, or the local public utility, as the case may be furnished the same.

## **13. QUIET ENJOYMENT**

Landlord covenants that Tenant shall peaceably and quietly possess and enjoy the Premises as against all persons claiming any right, title or interest in and to said Premises as long as Tenant shall faithfully perform the covenants, obligations, agreements and conditions of this Lease. Landlord reserves the right to subject its interest in this Lease at all times to the lien of any mortgages or deeds of trust hereafter placed upon the building or any part thereof and to grant to other Tenants in the building rights to use the common areas and other portions of the building not within the Premises.

## **14. PARKING**

Tenant shall be entitled throughout the term of this Lease to use the parking area on a non-exclusive open basis, which may at Landlord's option be assigned or unassigned space. Landlord reserves the right to exercise his option to assign parking spaces at any time during the term of this Lease. Tenant will cooperate with Landlord if it shall become necessary to temporarily interrupt the use of the parking area due to reconstruction or repair of the parking area. Tenant may not park commercial trucks, trailers, or inoperable vehicles on the premises at any time. Tenant may not park vehicles in spaces that block the garbage truck from accessing the dumpster during garbage pickup days .

## **15. ENTRY/INSPECTION BY LANDLORD**

Landlord reserves and shall at any and all times have the right to enter the premises, to inspect the same, to submit said Premises to prospective purchasers or tenants, to post notices of non-responsibility and to alter, improve or repair the Building as Landlord may deem necessary or desirable, without abatement of rent and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be blocked thereby and further providing that the business of Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults, safes and files, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property. Any entry to the Premises obtained by Landlord by any of said means or otherwise shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

## **16 PREMISES VACATED DURING TERM OF LEASE**

If the Tenant shall abandon or vacate said Premises before the end of the term of this Lease, Landlord may, at its option and without notice, enter said Premises, remove any signs of the Tenant there from, and re-let the same, or any part thereof, as it may see fit, without thereby voiding or terminating this Lease, and, for the purpose of such re-letting, the Landlord is authorized to make any repairs, changes and/or alterations necessary or desirable for the purpose of such re-letting, and if a sufficient sum shall not be realized from such re-letting, **Breach of this Lease agreement by any way either by breaking of the lease before its maturity time the Tenant will be required to pay the Landlord all the monies for the entire remaining years of the 6 years lease Agreement. Neither the landlord shall not terminate this lease before the elapse of 6 Years, unless any Breach of the Lease terms and conditions has occurred.**

## **17 REMOVAL OF TENANT'S PROPERTY**

If the Tenant shall fail to remove all effects from said Premises upon the abandonment thereof or upon the termination of this Lease for any cause whatsoever, the Landlord, at its option, may remove the same in any manner that it shall choose, and store the said effects without liability to the Tenant for loss thereof, and Tenant agrees to pay the Landlord on demand any and all expenses incurred in such removal, including court costs and attorney's fees and storage charges on such effects for any length of time that the same shall be in the Landlord's possession; or the Landlord may, at its option, without notice, sell said effects, or any of the same, at public or private sale and without court order, for such prices as the Landlord may obtain, and apply the proceeds of such sale upon any amounts due under this Lease from the Tenant to the Landlord and upon the expense incident to the removal and said effects.

## **18 EMINENT DOMAIN**

In the event the Premises, or any part thereof, shall be taken by an exercise of the right of eminent domain or by action of any public or other authority during this Lease or any extension thereof, and such taking shall render the Premises unusable as determined by Landlord's architect or engineer, then this Lease shall terminate as of

the date of such taking unless Landlord's architect or engineer determines that the Premises can be reasonably restored with the proceeds from the award to Landlord from such taking and Landlord elects to do so. The Landlord reserves all rights to damages to said Premises and the leasehold hereby created, hereafter accruing by an exercise of the right of eminent domain, or by reason of anything lawfully done and in pursuance of any public or other authority; and by way of confirmation, the Tenant grants to the Landlord all of the Tenant's right to such damages and covenants to execute and deliver such further instruments of assignment thereof as the Landlord may from time to time request. Nothing in this paragraph shall give Landlord any interest in, or preclude Tenant from, seeking on its own account any award attributable to the taking of personal property or trade fixtures belonging to Tenant, or for the interruption of Tenant's business, or for any moving or relocation expenses, or for any other separate claim which does not reduce or adversely affect in any way the amount of Landlord's award.

## **19 SALE BY LANDLORD**

In the event of a sale or conveyance by Landlord of the building containing the Premises, such sale or conveyance shall operate to release Landlord from any future liability upon any of the covenants or conditions, express or implied, herein contained in favor of Tenant, and in such event Tenant agrees to look solely to the responsibility of the successor in interest of Landlord in and to this Lease. This Lease shall not be affected by any such sale, and the Tenant agrees to attorney to the purchaser or assignee.

## **20. DAMAGE TO PROPERTY / INJURY TO PERSONS**

(a) Tenant hereby waives all claims or liability Tenant or Tenant's successors or assigns may have against Landlord, and Tenant hereby indemnifies and agrees to hold Landlord harmless from and to defend Landlord against any and all costs, claims or liability or any injury or damage to any person or property whatsoever; (1) occurring in, on or about the Premises or any part thereof, and (2) occurring in, on or about any facilities (including without limiting the generality of the term "facilities", elevators, stairways, passage ways, hallways, bathrooms, health and exercise areas, conference rooms and parking structures and areas), the use of which Tenant may have in conjunction with other tenants of the building, when such injury or damage is caused solely by the act, neglect, fault of or omission of any duty with respect to the same by Tenant, its agents, contractors, employees or invitees. Landlord shall not be liable to Tenant for any damage by or from any act of negligence of any co-tenant or other occupant of the same building, or by any owner or occupant of adjoining or contiguous property, not caused or contributed to by Landlord. Tenant agrees to pay for all damages to the building, as well as all damages to tenants or occupants thereof, by Tenant's misuse or neglect of said Premises and facilities.

(b) Landlord or its agents shall not be liable for any damage to property entrusted to Landlord, its agents or employees of the building manager, if any, nor for the loss of or damage to any property by theft or otherwise, by any means whatsoever, nor for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the building or from the pipes, appliances, or plumbing works therein or from the roof, street or subsurface or from any other place or resulting from dampness or any other cause whatsoever, unless caused by or due to negligence of Landlord, its agents, servants or employees. Tenant shall give prompt notice to Landlord in case of fire or accidents in the Premises or in the building or other defects therein or in the fixtures or equipment.

(c) Anything contained herein to the contrary notwithstanding, the Landlord and the Tenant and all parties claiming under them hereby mutually release and discharge each other from all claims and liabilities arising from any cause whatsoever to the extent that it is covered by insurance on the leased property and/or Premises or covered by insurance in connection with the property and/or activities conducted on the leased property

and/or Premises, regardless of the cause of the damage or loss. This release shall be valid and binding only to the extent that it is permissible and does not adversely affect insurance coverage on the Premises and the building. The parties shall endeavor to obtain a Waiver of Subrogation Rights from the insurance carriers and the Tenant hereby agrees to pay any increased costs of such insurance coverage resulting from said Waiver of Subrogation Rights.

## **21 INDEMNIFICATION AND INSURANCE**

(a) Landlord shall not be liable and Tenant hereby waives all claims against Landlord for any damage to any property or any injury to any person in or about the Premises or the Building by or from any cause whatsoever, (including without limiting the foregoing, rain or water leakage of any character from the roof, windows, walls, basement, pipes, plumbing works or appliances, the Building not being in good condition or repair, gas, fire, oil, electricity or theft); except that Landlord will indemnify and hold Tenant harmless from such claims to the extent caused by the negligent or willful act of Landlord, or its agents, employees or contractors. Tenant shall defend, indemnify, and save Landlord harmless from and against any and all claims, actions, lawsuits, damages, liability, and expense (including, without limitation, attorneys' fees) arising from: (a) the act, neglect, fault, or omission to meet the standard imposed by any duty with respect to the loss, damage, or injury by Tenant, its agents, servants, employees, contractors, customers or invitees; (b) the conduct or management of any work or thing whatsoever done by the Tenant in or about the Premises or from transactions of the Tenant concerning the Premises; (c) Tenant's failure to comply with any and all governmental laws, ordinances and regulations applicable to the use of the Premises and its occupancy; or (d) any breach or default on the part of the Tenant in the performance of any covenant or agreement on the part of the Tenant to be performed pursuant to the Lease. The provisions of this Article shall survive the termination of this Lease with respect to any claims or liability occurring prior to such termination. This Lease or by virtue of any statute or rule of law, may retain as liquidated damages any rent, security deposit or monies received by it from Tenant or others on behalf of Tenant.

## **23. INABILITY TO PERFORM**

This Lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on the part of Tenant to be performed shall in no way be affected, impaired or excused because Landlord is temporarily unable to fulfill any of its obligations under this Lease or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations, or decorations or is unable to supply or is delayed in supplying any equipment or fixtures, if Landlord is prevented or delayed from doing so by reason of an act of God, strike, labor troubles or any outside cause whatsoever, including but not limited to riots and civil disturbances or governmental preemption in connection with a national emergency or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency or by reason of the conditions of supply and demand which have been or are affected by way or other emergency. Landlord agrees to use due diligence in attempting to correct such default and to attempt to reinstitute any service which it is obligated to provide within a reasonable period of time.

## **24. DEFAULT AND REMEDIES**

(a) In the event Tenant fails to make any payment of Rent, Utility charges or any of the payment required to be made by Tenant hereunder when due, Landlord shall have the right to change or modify the locks on the Demised Premises without written notice where such failure shall continue for a period of 5 days after such sum was due and payable. Landlord shall not be obligated to provide another key to Tenant or allow Tenant to regain



entry to the Demised Premises unless and until Tenant pays Landlord all Rent which is delinquent. Tenant agrees that Landlord shall not be liable for any damages resulting to the Tenant from the lockout. At such time that Landlord changes or modifies the lock, Landlord shall post a "Notice of Change of Locks" on the front of the Demised Premises. Such Notice shall state that:

- i. Tenant's monthly installment of Rent is delinquent, and therefore, under authority of Tenant's Lease, the Landlord has exercised its contractual rights to change or modify Tenant's door locks.
- ii. The Notice has been posted on the Tenant's front door by a representative of Landlord and tenant should make arrangements with the representative to pay the delinquent installments of Rent when Tenant picks up the key; and
- iii. The failure of Tenant to comply with the provisions of the Lease and the Notice and/or tampering with or changing the door lock(s) by Tenant may subject Tenant to legal liability.
- iv. There will be a 10% late fee calculated at the price of the rent fifty five thousand Shillings (Ksh.55,000) if rent is late.

(b) In the event Tenant fails to observe, keep or perform any of the terms, covenants, agreements or conditions of this Lease, and such breach is not cured within ten (10) days after the giving of written notice by Landlord of such breach, except in the event of a breach for the failure to pay rent or any other sum due Landlord from Tenant under this Lease in which case no such notice shall be required, or in the event of Tenant's insolvency or liquidation, then Landlord, besides other rights or remedies it may have, shall have the immediate right of reentry and may remove all persons and property from the Premises, such property may be removed and stored in any other place in the building in which the Premises are situated or in any other place, for the account of and at the expense and at the risk of Tenant. In the event Tenant shall not immediately pay the cost of storage of such property after Demand therefore by Landlord, Landlord may sell any or all thereof at a public auction or private sale in such manner and at this Lease or by virtue of any statute or rule of law, may retain as liquidated damages any rent, security deposit or monies received by it from Tenant or others on behalf of Tenant.

## **25 RIGHT OF LANDLORD TO PERFORM**

Except as otherwise contained herein, or unless otherwise agreed to in writing by the parties, all covenants and agreements to be performed by Tenant under any of the terms of this Lease shall be performed by Tenant at Tenant's sole cost and expense and without abatement of rent. If the Tenant shall fail to pay any sum of money, other than rent, required to be paid by it hereunder, or shall fail to perform any other act on its part to be performed hereunder and such failures shall continue for fourteen (14) days after notice thereof by the Landlord, the Landlord may, but shall not be obligated to do so, and without waiving or releasing the Tenant from any obligations of the Tenant, make any such payment or perform any such other act on the Tenant's part to be made or performed as in this Lease provided. All sums so paid by Landlord and all necessary incidental costs together with interest thereon at the rate of twenty percent (20%), and the Tenant covenants to pay such sums, and the Landlord shall have (in addition to any other right or remedy of the Landlord) the same rights and remedies in the event of the nonpayment thereof by the Tenant as in the case of default by the Tenant in the payment of rent.

## **26 DEFAULT AND REMEDIES**

(a) In the event Tenant fails to make any payment of Rent, utility charges or any of the payment required to be made by Tenant hereunder when due, Landlord shall have the right to change or modify the locks on the Demised Premises without written notice where such failure shall continue for a period of 5 days after such sum was due and payable. Landlord shall not be obligated to provide another key to Tenant or allow Tenant to regain entry to the Demised Premises unless and until Tenant pays Landlord all Rent which is delinquent. Tenant agrees that Landlord shall not be liable for any damages resulting to the Tenant from the lockout. At such time

that Landlord changes or modifies the lock, Landlord shall post a "Notice of Change of Locks" on the front of the Demised Premises. Such Notice shall state that:

- i. Tenant's monthly installment of Rent is delinquent, and therefore, under authority of Tenant's Lease, the Landlord has exercised its contractual rights to change or modify Tenant's door locks.
- ii. The Notice has been posted on the Tenant's front door by a representative of Landlord and Tenant should make arrangements with the representative to pay the delinquent installments of Rent when Tenant picks up the key; and
- iii. The failure of Tenant to comply with the provisions of the Lease and the Notice and/or tampering with or changing the door lock(s) by Tenant may subject Tenant to legal liability.

In the event Tenant fails to observe, keep or perform any of the terms, covenants, agreements or conditions of this Lease, and such breach is not cured within ten (10) days after the giving of written notice by Landlord of such breach, except in the event of a breach for the failure to pay rent or any other sum due Landlord from Tenant under this Lease in which case no such notice shall be required, or in the event of Tenant's insolvency or liquidation, then Landlord, besides other rights or remedies it may have, shall have the immediate right of reentry and may remove all persons and property from the Premises, such property may be removed and stored in any other place in the building in which the Premises are situated or in any other place, for the account of and at the expense and at the risk of Tenant. In the event Tenant shall not immediately pay the cost of storage of such property after Demand therefore by Landlord, Landlord may sell any or all thereof at a public auction or private sale in such manner and at of its intention to terminate such tenancy. Such holding over shall not constitute an extension of this Lease.

## **27 ATTORNEY'S FEES**

In case suit shall be brought for an unlawful detainer of the said Premises for the recovery of any rent due under the provisions of this Lease, or because of the breach of any other covenant herein contained, on the part of Tenant to be kept or performed, Tenant shall pay to Landlord all reasonable attorney's fees, in the event Landlord prevails in said litigation. In the event Tenant shall bring suit for breach of Landlord's covenants herein contained and shall prevail therein, or shall prevail in a suit brought by Landlord as herein provided, Landlord shall pay to Tenant all reasonable attorney's fees.

## **28. WAIVER**

The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition of any subsequent breach of the same, or any other term, covenant or condition herein contained. The acceptance of rent hereunder shall not be construed to be a waiver of any breach by Tenant of any term, covenant or condition of this lease, regardless of Landlord's knowledge of such breach at the time of acceptance of the rent. It is understood and agreed that the remedies herein given to the parties shall be cumulative, and the exercise of any one remedy by a party shall not be the exclusion of any other remedy.

## **29. NOTICE**

Any notice from Landlord to the Tenant or from the Tenant to the Landlord shall be deemed duly served if mailed by registered or certified mail, addressed to the Tenant at said Premises, or to a place Tenant may designate in writing from time to time, whether or not Tenant has departed from, vacated or abandoned the Premises, or to the Landlord at the place from time to time established for the payment of rent, and the

customary registered or certified mail receipt shall be conclusive evidence of such service.

### **30. SUBLETTING AND ASSIGNMENT**

Tenant shall not either voluntarily, or by operation of law, sell, assign, transfer, mortgage, pledge, hypothecate or encumber the Premises or Tenant's leasehold interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy said Premises, or any portion thereof, without first obtaining the written consent of Landlord such consent shall not be unreasonably withheld. A consent by Landlord to any assignment, subletting, occupation by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation by any other person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without Landlord's consent shall be void, and shall, at the option of the Landlord, constitute a Tenant Default under the terms of this Lease. Tenant shall give Landlord at least thirty (30) days prior notice of any such request which notice shall include the name and address of the proposed assignee or subtenant, all financial information available with respect to said proposed party and any other documentation reasonably required by Landlord. In the event that Landlord shall consent to a sublease or assignment hereunder, Tenant shall pay Landlord a fee of thirty thousand Kenya Shillings (Ksh. 30,000.00) .

### **31. ESTOPPEL**

Tenant shall, from time to time, upon not less than ten (10) days prior written notice from the Landlord, execute, acknowledge and deliver to the Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the dates to which rental and other charges are paid in advance, if any, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Tenant hereunder, or specifying such defaults if they are claimed. It is expressly understood and agreed that any such statement may be relied upon by any prospective purchaser, encumbrances or subtenant, on all or any portion of the real property of which the Premises are a part. The failure of Tenant to deliver such statement within such time shall be conclusive upon Tenant that this Lease is in full force and effect, and that there are no uncured defaults in the performance hereunder and that not more than one (1) months' rental has been paid in advance by Tenant. If Tenant fails to execute and deliver such statement within such ten (10) day time period, then Landlord may execute, acknowledge and deliver such statement on behalf of Tenant, and Tenant hereby appoints Landlord its true and lawful attorney-in-fact for such purpose. This power of attorney is coupled with an interest, shall be irrevocable, and shall not be affected by the disability of Tenant.

### **32. MISCELLANEOUS PROVISIONS**

- (a) The words "Landlord" and "Tenant" as used herein shall include the plural as well as the singular. Words used in masculine gender include the feminine and neuter. If there be more than one Tenant, the obligations hereunder imposed upon Tenant shall be joint and several. The titles to the paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof
- (b) Time is of the essence of this Lease, and each and all of its provisions.
- (c) Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and it is not effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.
- (d) Exhibits, clauses, plats, and riders, if any, signed by Landlord and Tenant and endorsed on or affixed to this Lease are a part hereof, and in the event of variation or discrepancy, the duplicate original hereof, including

such clauses, plats and riders, if any, held by Landlord shall control. Rules and Regulations attached hereto are hereby specifically made a part of this Lease, whether signed by Tenant or not.

(e) Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

(f) This Lease contains the entire agreement between the parties and any agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part, unless such agreement is in writing and signed by the party sought to be charged.

(g) This Lease shall be governed by and construed pursuant to the laws Nairobi County and the Government of Kenya

(h) Tenant hereby grants Landlord permission to obtain from time to time investigative consumer reports to ascertain the credit worthiness of Tenant and Tenant's guarantors, if applicable.

### **33. SUCCESSORS AND ASSIGNS**

The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto and all of the parties hereto shall be jointly and severally liable hereunder.

### **34 BUILDING NAME**

Tenant agrees that Landlord may at any time during the term of this Lease change the name of the building.

### **35. EXHIBITS**

See Exhibits "A" and "B"

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease the day and year first above

Prepared and signed by the

### **LANDLORD**

CHIEF INVESTMENT COMPANY

Agent for Chief Johnathan Douglas ) LANDLORD  
Johnathan Douglas

Signature Image not found or type unknown

This day 28-Nov-2020 )

### **TO BE SIGNED UPON:**

**The TENANT**

Odie Oberbrunner)

This day of 28-Nov-2020) TENANT  
Johnathan Douglas

Signature Image not found or type unknown

ID NO Odie Oberbrunner)

