

**Lease Agreement.**

**AGREEMENT**

This **AGREEMENT** is made the                    day of                    Two                    Thousand.....  
**BETWEEN** **XXXXXXXXXXXX** a Limited Liability Company incorporated in the  
XXXXXX and carrying on business in the Republic of Kenya having its office at Nairobi  
and of Post Office Box Number XXXXXXXX Nairobi in the said Republic (hereinafter  
called "the Bank") which expression shall where the context so admits includes its  
Successors in Title and Assigns of the first part and **ZZZZZZZZZZZZZ BUILDING**  
**SOCIETY** a building society registered in the Republic of Kenya under the Building  
Societies Act and having its registered office situate at Nairobi in the said Republic and  
of Post Office Box Number ..... Nairobi in the Republic aforesaid (hereinafter  
called "the Landlord") which expression shall where the context so admits include it  
successors in Title and Assigns of the second part.

**WHEREAS:-**

- a) By virtue of a Lease dated the ..... day of ..... one Thousand Nine  
Hundred and Eighty-eight and registered as Number I.R. .... made between  
the Bank and the Landlord **ALL THAT** the office premises situated on the  
..... floor of .....House (hereinafter called "the Building") erected  
and being on the property known as Land Reference Number ..... and for  
the purposes of identification delineated and shown on the ..... Floor  
Plan of the Building and registered in Volume ..... Folio ..... and thereon  
marked in red and marked "BANK" (hereinafter called "the Premises").
  
- b) The said Lease is to expire on ..... 2000. And whereupon the expiry of this  
Lease the bank and the Landlord have agreed upon a method of premises hand-over  
as is more particularly hereinafter set out.

- c) In consideration of the bank leaving behind all the fixed installations at the expiry of the said Lease, the Landlord has agreed that the bank will not carry out certain works of restoration, repairs, painting and so on, as would have been required upon the expiry of the said Lease.

**NOW IN CONSIDERATION OF THE PREMISES IT IS HEREBY AGREED AS FOLLOWS: -**

1. The bank shall keep the Premises and continue to pay rent and service charge upto .....May 2000 as per the terms of the said Lease.
2. The shall keep all services including the sec alarms and the Closed Circuit Television (CCTV) in working condition upto the end of the Term of the said Lease.
3. The bank shall vacate the Premises and leave behind all fixed installations including carpets, fight fittings, air-conditioning units, signs and any other fixed items as more specifically stated in the First Schedule hereto.
4. The bank shall take away all moveable items as more particularly stated in the Second Schedule hereto.
5. The bank shall not carry out any repairs, restoration, painting, electrical or any other works as would have been required to be done under the said Lease.
6. The bank will hand over all the keys for the installations left behind.

7. The Landlord will take over the Premises together with all fixed installations that will be left behind by the bank.
8. The Landlord will take over the sec alarms and CCTV systems already in place and execute the necessary agreement forms with Wells Fargo Limited with effect from ..... 2001.

**IN WITNESS WHEREOF** the parties have executed this Agreement the day and year first herein before written.

**THE FIRST SCHEDULE ABOVE REFERRED TO:-**

(Inventory of immovable fixtures)

1. SAFE ROOM AND BANK TELLER OFFICE AREA
  - Saferoom complete with reinforced doors(2)
  - Cabinet safe on the inside
  - Emergency light fitted
  - Time clock fitted
  - Alarm system complete (2) security and fire
  - Fixed air-conditioning unit complete
  - Alarm panel and transmitter-xxxxx
  - Infrared sensors
  - CCTV system complete with monitor, fixed cameras
  - Carpet fixed in this area
  - Fire extinguisher
  - Complete tellers structures including doors, locks, fights, glass partonining
  - 7 cages compete with CCTV cameras, emergency lights, microphone system, lamps, closers and fixed counters in each unit

2. BANKING HALL

- Reception Desk/ fixed partitioning (4)
- All veneer wall paneling
- Brass signs on teller booths
- All other signs, fire door, etc
- Fire extinguisher
- Halogen light system complete with roof decor

3. OPEN PLAN OFFICES

- Fixed ceiling mounted fans
- Fixed ceiling mounted lights
- Window blinds
- Build store with shelves
- Fixed counters(2) with drawers, partitioning, glass and veneer paneling in visitors' reception, operations visitor counter
- Fire extinguisher
- General partitioning
- Telephone system connectors
- Telkey system cabinet fixed

**THE SECOND SCHEDULE ABOVE REFERRED TO:-**

(Inventory of movable fixtures)

1. SAFE ROOM AND BANK TELLER OFFICE AREA CHUBB safe in tellers office, desks, chairs, computers, filing cabinets, trays and other movable items to be moved.

2. BANKING HALL

Waiting area bench chair, queue dividers, calculators on counters to be removed, small desks, chairs, banking slips desk, *THE BANK* signs and logos to be removed.

3. OPEN PLAN OFFICES

Carpet, office cupboard, desks, chairs, large conference table, and computer server unit.

**IN WITNESS WHEREOF** the parties have set their hands hereto the day and year first herein before written.

**SIGNED** by ..... )  
For and on behalf of **THE BANK**. )  
by the Authorised Attorney Pursuant to )  
Power of Attorney Number ..... )

)  
In the presence of: )  
)  
Advocate )

**SIGNED** by ..... )  
For and on behalf of **LANDLORD**. )

)  
In the presence of: )  
)  
Advocate )

**DRAWN BY,**  
**XXXXXXXXXX**  
**XXXXXXXXXX**