

LEASE AGREEMENT

BETWEEN

**THE GOVERNMENT OF KENYA THROUGH THE HIGH COMMISSION
OF KENYA IN DAR ES SALAAM, TANZANIA
(THE LESSOR)**

AND

**KCB BANK TANZANIA LIMITED
(THE LESSEE)**

**RELATING TO THE LEASING OF THE ENTIRE OF THE HARAMBEE
PLAZA BUILDING**

DRAWN BY

The Two Parties

abd

LEASE AGREEMENT

THIS LEASE AGREEMENT made the 11th day of February 2019.

between

THE GOVERNMENT OF THE REPUBLIC OF KENYA THROUGH THE KENYA HIGH COMMISSION, DAR ES SALAAM situated at the physical address Kenya House, Kaunda Drive/Bongoyo street Junction, Oyster bay, of P.O. Box 5231, Dar es salaam in the United Republic of Tanzania (hereinafter referred to as “the **Lessor**”), which expression shall include their successors and assigns where the context so admits) of the one part,

And

KCB BANK TANZANIA LIMITED, a banking corporation duly incorporated and existing under the laws of Tanzania and licensed to carry commercial banking business in the United Republic of Tanzania, whose headquarters are at the 1st Floor, Harambee Plaza, Ali Hassan Mwinyi Road/Kaunda Drive Junction, Oyster bay, (hereinafter referred to as the “**Lessee**”) which expression shall include their successors and assigns where the context so admits) of the other part (the Lessor and the Lessee shall herein together be referred to as the “**Parties**” or individually as the “**Party**”).

RECITALS:

WHEREAS the Lessor is the registered owner of the property known as **HARAMBEE PLAZA BUILDING, LOCATED ON PLOT NO.1858, KAUNDA DRIVE, OYSTERBAY, DAR ES SALAAM** together with the building and other improvements erected and being thereon (hereinafter called “the **Premises**”).

WHEREAS, the Lessor is desirous to continue to lease to the Lessee and the Lessee is desirous to continue to lease from the Lessor **the entire building** of the Premises totaling to **2,272 square meters** upon the conditions and the terms hereinafter appearing.

NOW THIS LEASE AGREEMENT WITNESSETH as follows:

1.0 TERM AND RENT:

1.1 That in consideration of the rent hereinafter reserved and of the covenants and conditions, agreements, restrictions and provisions contained or implied and on the part of the Lessee to be performed and observed, the Lessor **HEREBY DEMISES** unto the Lessee for a term of **TEN (10) YEARS** commencing from **1st August, 2018** and ending on the **31st July, 2028**, (hereinafter referred to as “the said **Term**”).

Initials of the Lessor: ba

Initials of the Lessee: ab

part or defects in any materials used therein or say failure by the Lessor to perform his obligations under the relevant parts of this lease agreement.

e) Structural Alterations:

Not to make or permit or suffer to be made any structural alterations in or additions to the building fences and improvements forming part of the Premises save with the consent of the Lessor and at its own costs.

f) Use of Premises:

To use the Premises for **office use and or banking business only** and not to carry on or suffer or permit to be carried on any trade or business on the Premises, without written consent of the Lessor.

g) Nuisance:

Not to do or permit or suffer to be done upon the Premises or any part thereof any act, matter or thing whatsoever which may be or become a nuisance or annoyance or causes damage or inconvenience to the occupiers of the adjoining or neighbouring property or to the public generally or which may tend to lessen or depreciate the value of the Premises or of the property in the neighborhood and not to store any petrol or other inflammable material on the Premises.

h) Inspection of the Premises:

To permit the Lessor, its agents and contractors with or without workmen at all reasonable times upon the expiration of a reasonable prior notice in writing to enter upon the said Premises or any part thereof and examine the state and condition thereof; **PROVIDED THAT** the Lessor shall not be under liability to inspect the Premises or any part thereof for this purpose or for any damage which may be occasioned by the Lessees failure to observe or discover the same.

i) Fumigation:

To take reasonable precautions against damage to the said Premises by white ants, bees or other destructive insects and should infestation appear to notify the Lessor forthwith.

j) Hazard:

Not to do or suffer to be done anything whereby any insurance of the building forming part of the said Premises against loss or damage by fire and other normal comprehensive risks may become void or voidable or whereby the rate of premium of any such insurance may be increased.

Initials of the Lessor: *sec*

Initials of the Lessee: *all*

k) Assignment and subletting:

Not to assign, lease, sublet or part with the possession of the said Premises or any part thereof without the consent in writing of the Lessor first hand and obtained but such consent shall not be required in the case where the Lessee gives its parent company or its successors or agents occupation of the said Premises.

l) Compliance with the laws:

To perform and observe so far as the same are capable of being performed and observed by the Lessee all the covenants, agreements, conditions, restrictions, stipulations and provisions affecting the said Premises and under which the same are held and not at any time to do omit or suffer anything whereby the superior title of the land hereby demised may be avoided or forfeited;

m) Fixtures and Fittings:

On expiration or sooner determination of the Term, to deliver the same Premises together with the Lessor's fixtures and fittings therein complete and in such state or repair condition order and preservations shall be in strict compliance with the covenants and agreements in that behalf on the part of the Lessee herein contained.

n) Liability:

Lessee agrees that Lessor shall not be liable for any damage or injury to persons or property arising out of the use of the Premises by Lessee, its agents and employees, invitees, or visitors except that occasioned by the negligence or act of Lessor, its agents, employees, servants, contractors, or subcontractors. Lessee will indemnify and save Lessor harmless from all liability and loss on account of any such damage or injury; but Lessee shall not be liable for any damage or injury occasioned by any failure of Lessor to comply with its obligations under this Lease or by reason of the negligence of the Lessor, its agents, servants, employees, contractors, or subcontractors.

o) Parking:

The Lessee shall utilize all the parking space inside the compound and outside up to the demarcating wall between Harambee Plaza and Kenya House premises. The parking can be used for their agents, servants, employees, customers, guests, and their invitees.

p) Common areas:

To maintain the carriage ways, car parking areas and paths forming and observing the covenants; agreements; conditions, restrictions stipulations and provisions

Initials of the Lessor: ACE

Initials of the Lessee: all

thereof according to the nature and extent of the damage to the said Premises shall be suspended until the said buildings shall again be rendered fit for occupation and use;

5.0 RENEWAL OF LEASE

5.1 If the Lessee shall at the expiration of the said term be desirous to renew the lease, the lessee shall give at least **six calendar months'** notice in writing to the Lessor of intention to renew the lease before the expiry date of the current lease.

5.2 The Lessee having at all times during the lapsed lease duly performed and observed all the covenants, agreements, conditions, stipulations, restrictions and provisions therein contained or implied and on its part to be performed and observed, the Lessor shall grant to it a further lease of the said Premises on new terms and conditions to commence at the expiration of the existing lease.

6.0 NOTICES

Any communication in respect of this lease agreement shall be in writing and any notice by either party to the other shall be sufficiently served through delivery to the said Premises or sent by registered post to the last known addresses of the parties in Tanzania or served on any authorized representatives of the parties.

7.0 TERMINATION

7.1 Either Party may terminate this Lease by giving six months' notice in writing to the other Party.

7.2 In the event that this Lease is terminated as permitted under the terms of this Lease, the Lessor shall refund the Lessee the security deposit (if any) and any prepaid rent accrued as of the date of damage or destruction, less any sum then owing to the Lessor by the Lessee. If the Lessor is required under this Lease to repair and reconstruct the Premises, the Lease Term shall be extended by a period of time equal to the period of time reasonably required to complete the repair and reconstruction

8.0 REDELIVERY OF PREMISES.

The Lessee agrees to redeliver to the Lessor the physical possession of the Premises at the end of the Term of this Lease, or any extension of this Lease, in good condition; except reasonable wear and tear and damage by fire or from any other cause not attributable to the willful or negligent act of the Lessee, or its employees, agents, invitees, or visitors.

Initials of the Lessor: Bee

Initials of the Lessee: add

9.0 SIGNAGE

During the Lease Term, the Lessor grants the Lessee express permission at its costs to install, erect, or display any signage in relation to its business, provided that the same is in line with the government requirements, including government levies.

10.0 TRANSFER BY LESSOR

The term "Lessor" shall mean only the owner for the time being of the Building and Parcel, and in the event of a transfer by that owner of its interest in the Building or Parcel, the owner shall be released and discharged from all covenants and obligations of the Lessor thereafter accruing, but such covenants and obligations shall be binding during the lease term on each new owner, and their successors and assigns for the duration of this lease.

11.0 TAXES AND GOVERNMENT OUTGOINGS

The Lessor and the Lessee agree that each Party shall pay the requisite government taxes as required by the laws of the land. All taxes withheld will require proof of withholding tax certificate to be presented to the other Party or the Government accordingly. The Lessor shall pay land rent and all other government outgoings chargeable on the owner of the Premises.

12.0 SUBORDINATION

12.1 This Lease is, upon consent of the Lessee subject and subordinate to all mortgages and deeds of trust which may now or hereafter encumber the Building, Parcel, or any appurtenances thereto, or any leases, renewals or modifications related thereto.

12.2 The Lessee hereby agrees to execute, within ten (10) days of request, any and all reasonable instruments in writing required by the Lessor or any lender to subordinate the Lessee's rights acquired by this Lease in accordance with this clause.

13.0 RECORDABLE ACCEPTANCE

The Lessor and the Lessee agree to record this Lease by way of registration of the same with the relevant land authorities in accordance with the law, at the expense of the lessee.

14.0 GOVERNING LAW

This lease shall be interpreted in accordance with the laws of the United Republic of Tanzania. If any conflict shall arise out of this lease, the Parties hereto mutually agree

Initials of the Lessor: SK

Initials of the Lessee: all

that the same shall be subject to arbitration procedures under the **Arbitration Act [Cap 15 R.E 2002]** of the Laws of the United Republic of Tanzania or any amendment or replacement thereof.

EXECUTION

In witness whereof the Parties hereto have duly executed these presents in the manner and on the date hereinafter appearing.

FOR THE LESSOR

Sealed with the common seal of the said

**THE GOVERNMENT OF THE REPUBLIC
OF KENYA THROUGH THE KENYA
HIGH COMMISSION, DAR ES SALAAM**

and delivered in Dar es Salaam in the presence
of us this 11th day of February 2019



Signature: 

Name: **H.E. Amb. Daniel Kazungu Muzee**

Address: P.O. Box 5231

Dar es Salaam

Qualification: High Commissioner

Signature: 

Name: **Samwel O. Mogere**

Address: P.O. Box 5231

Dar es Salaam

Qualification: Authorized Signatory

Initials of the Lessor: 

Initials of the Lessee: 

FOR THE LESSEE

Sealed with the common seal of the said

KCB BANK TANZANIA LIMITED

and delivered in Dar es Salaam in the presence

of us this 13th day of Feb 2019



Signature: [Handwritten Signature]

Name: ROJAS MODE

Address: P.O. Box 804
Dar es Salaam

Qualification: Director/ Authorized Signatory

Signature: [Handwritten Signature]

Name: Antonia Kilama

Address: P.O. Box 804
Dar es Salaam

Qualification: Director/~~Company Secretary~~/ ~~Authorized Signatory~~

Initials of the Lessor: Be

Initials of the Lessee: alk