# **DATED THIS DAY OF 1999**

##### **BERTHE MUKANKUSI LUHAMANYA and**

**ROSE NJERI WACHIRA trading as**

**SKYLIMIT SECRETARIAL SERVICES**

###### **TO**

**DANIEL KANGARA**

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## **ASSIGNMENT**

**OVER**

**PORTION OF L.R. NO. 209/642**

**(IR. NO. 63712/1)**

**AVENUE HOUSE – MEZZANINE 2**

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**DRAWN BY**

SWALEH KANYEKI & COMPANY

ADVOCATES,

HAZINA TOWERS (8TH FLOOR),

MONROVIA STREET,

P. O. BOX 48824,

**NAIROBI**.

#### **TITLE NUMBER: I.R. 63712/1**

BERTHE MUKANKUSI RUHAMANYA and ROSE NJERI WACHIRA trading in the name of SKYLIMIT SECRETARIAL SERVICES duly registered in Kenya as a business name under the Registration of Business Names Act (Cap.499 of Laws of Kenya)whose postal address is P. O. Box Number **52136, Nairobi** – Kenya (hereinafter called “the Assignor”) the owner of a Lease (hereinafter called “the Lease”) of the premises and for the term stated in the Lease and is herewith presented IN CONSIDERATION of the covenants and agreements on the part of DANIEL KANGARA of P. O. Box 42622, Nairobi Kenya (hereinafter called “the Assignee”) hereinafter contained with the consent of AVENUE HOUSE LIMITED of P. O. Box Number 6 Kiambu Kenya (hereinafter called “the Landlord”) the Assignor hereby assigns to the Assignee the Lease.

**WHEREAS**:

The Assignor **hereby assigns** to the Assignee the Lease and the Assignee **hereby covenants** with the Assignor and the Landlord and as a separate covenant and agreement with each of them that the Assignee will duly pay the rent reserved by and perform and observe all the covenants, agreements, conditions, restrictions, stipulations and provisions contained in or implied by the Lease and which henceforth on the part of the Tenant herein ought to be performed and observed and will keep indemnified the Assignor and their estate and effects against all actions, proceedings, costs, damages and liability on account of the same AND the Landlord in consideration of the covenants and agreements by the Assignor and the Assignee herein contained and of the premises with the object and intention of discharging the liability of the Assignor but no further or otherwise HEREBY RELEASES the Assignor from all liability henceforth in respect of the rent reserved by and from all actions, proceedings, costs, damages, claims, demands and liability for or in respect of all future breaches of the several covenants, agreements, conditions, restrictions, stipulations and provisions contained in or implied by the Lease PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED by and between the Landlord

and the Assignor that neither the said release nor anything else herein contained shall in anyway prejudice or affect the right of the Landlord to demand and recover from the Assignor payment of any monies due to the Landlord from the Assignor for any rent, service or other charge or sum whatsoever recoverable by the Landlord from the Assignor as Tenant in respect of any period prior to the effective date of this Transfer AND the Assignor HEREBY COVENANTS with the Landlord that the Assignor will forthwith on demand in writing made by the Landlord therefor in accordance with the provisions in that behalf in the Lease contained make payment to the Landlord on demand of the amount of any such rent, service or other charge or sum as if the covenants and agreements in that behalf contained in the Lease were still subsisting and in full force and effect AND IT IS HEREBY EXPRESSLY AGREED by and between the Landlord and the Assignee that all the covenants, agreements, conditions, restrictions, stipulations and provisions (including the provisions for re-entry) in the Lease contained or implied shall as from the effective date of this assignment continue in full force and effect as if the Assignee has alone been the Tenant under the Lease AND IT IS HEREBY FURTHER EXPRESSLY AGREED by and between the Landlord and the Assignor and the Assignee respectively:-

That this Assignment effects no alteration in the term created by the Lease and the Assignee hereby acknowledge that he does not obtain any rights different from or greater than the rights of the Assignor under the Lease by virtue of this Assignment;

Hereafter the permitted user of the premises is general trading; and

That this Assignment shall, take effect on this day of 1999.

IN WITNESS WHEREOF the Assignor and the Assignee and the Landlord have duly executed this Assignment of Lease the day of One Thousand Nine Hundred and Ninety Nine.

SIGNED by the Assignor in ) .............

presence of:)

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ADVOCATE )

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SIGNED by the Assignee in ) .............

presence of:)

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ADVOCATE )

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SEALED with the common seal )

Of the Landlord )

AVENUE HOUSE LIMITED )

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