

**THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF WORKS, TRANSPORT AND COMMUNICATIONS
TANZANIA AIRPORTS AUTHORITY**



LEASE AGREEMENT IN RESPECT OF OFFICE SPACES

BETWEEN

TANZANIA AIRPORTS AUTHORITY (TAA)

AND

M/S REGIONAL AIR SERVICES LTD

FOR THE YEAR 2020

AGREEMENT NO. CAB 79/215/90/47

Drawn by:

*Tanzania Airports Authority, Head Office,
Terminal I, Julius Nyerere International Airport,
P. O. Box 18000
DAR ES SALAAM*

Certified true copy of the Original

Mary 17/4/2020



CONTENTS

1. Scope of the Agreement.....	2
2. Lease Period	2
3. Grant of Facility and Measurement.....	2
4. Rent and Airport Charges	4
5. Payment to the Lessor.....	4
ANNEX I: TERMS AND CONDITIONS FOR THE LEASE	7
1. Definitions and Interpretations	7
2. Lessee's Covenants	9
3. The Lessor's Covenants.....	14
4. Representation and Warranties.....	15
5. Interruptions to Airport Services	18
6. Indemnification, Liability and Risks	19
6.2 Liability	20
6.3 Risks	20
7. Confidentiality	20
8. Staffing and Staff Conduct.....	20
9. Surrender of Office Spaces and Holding Over	21
10. Disputes with Occupiers of Building	23
11. Dispute Resolution	23
12. Contract Security.....	24
13. Contracts Documents	24
14. Submission of Accounts.....	24
15. Grounds for Review.....	25

16. Other General Clauses.....	25
17. Easements and Other Rights of the Lessee.....	27
18. The Lessor’s Right to Alter the Property.....	27
19. Taking Inventories	28
20. Governing Law.....	29
21. Notices.....	29
22. Renewal/Termination of the Lease Agreement.....	30
ANNEX II: SUMMARY SHEET	33
ANNEX III: BANK DETAILS FOR EFFECTING PAYMENT	34

THIS LEASE is made this **01stday of January, 2020**

BETWEEN

TANZANIA AIRPORTS AUTHORITY, a Government Executive Agency established under Section 3 of the Executive Agencies Act, No. 30 of 1997 and the Tanzania Airports Authority (Establishment Order) GN. No. 404 of 1999 whose registered office is at Julius Nyerere International Airport, Terminal 1, of P.O. Box 18000, (hereinafter is to be referred to as the "**Lessor**", which expression shall, where the context so admits, include its permitted successors in title and permitted assigns), of the one part;

AND

M/S REGIONAL AIR SERVICES LTD, a Public Limited liability company incorporated under the Companies Act, 2002 and having its registered office in Arusha, of P.O.Box 14755, Arusha, Tanzania (hereinafter referred to as the "**Lessee**" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns), of the other part.

WHEREAS:

1. The Lessor is empowered under the Aerodrome (Licensing and Control) Act, Cap. 92 [R. E. 2002] and the Government Notice No. 404 of 1999 to:
 - a) Manage and operate Government-owned airports in Mainland Tanzania including Julius Nyerere International Airport (herein "the Airport");
 - b) Provide facilities for passengers and other persons making use of the services or the facilities at the Airports; and
 - c) Enter into Agreements with any person or agency for inter alia the performance or provision by that person or agency for any of the services including aviation or such other facilities that may be performed by the Authority at the Airports.
2. The Lessor is the registered proprietor of the property at Julius Nyerere International Airport; the said property together with all buildings is hereinafter referred to as "**the Property**".
3. The Lessee is desirous of leasing a total of **1,539.5m²(herein "the Hangar")** for the purpose of conducting Aircraft maintenance services for its Aircrafts at the Airport (Arusha Airport)

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4. The Lessor agrees to lease the Facility for the term, at the rent and upon the covenants, conditions and provisions herein provided and as provided under **Annex II** of this Lease Agreement ("**the Lease**").
5. The Lessee represented and assured the Lessor that, he has the required professional skills, personnel and technical and financial resources.

NOW IN CONSIDERATION of Terms and Conditions provided under **Annex I** of this Agreement, **THIS LEASE WITNESSETH** as follows: -

1. SCOPE OF THE AGREEMENT

- 1.1 This Provisional Agreement grants the Lessee rights and privileges to conduct its business at the Airport. In consideration of these benefits, the Lessee agrees to abide by all of the terms and conditions herein including the obligation to pay to the Lessor rent for the Facility as established in this Agreement.
- 1.2 The Lessee shall have the rights to use the Facility and certain other common areas and facilities at the Airport to conduct its business.
- 1.3 The Lessee undertakes to confine its business operations within the purview of this Agreement only and that any action on its part or on the part of any of its employees, or agents which in the opinion of the Lessor, attempts to circumvent the above limitations, shall constitute cause for Lessor to terminate this Agreement.

2. LEASE PERIOD

- 2.1 Subject to and in accordance with the terms and conditions set forth in this Agreement, the Lessee shall have the rights, and privileges set forth in this Agreement for a period of **five (5) years** effective from **01st January, 2020** and ending on **31st December, 2024**.

3. GRANT OF FACILITY AND MEASUREMENT

- 3.1 The Lessee shall have the right to occupy a total of **1,539.5m²** of the floor space at the airport as stipulated on **Annex IV**.
- 3.2 The Lessee shall use all of the Facility only for the purpose intended and shall likewise confine its activities to only its services. The Lessee shall not vacate any part of the facility, in whole or in part, temporarily or permanently, during the period of this lease, without the specific written approval of the Lessor.

- 3.3 The Facility is placed at the disposal of the Lessee as designated and in its condition as on the date of allocation and the Lessee is always deemed to have seen and visited the spaces, to have perfect knowledge of the spaces, their advantages and disadvantages.
- 3.4 The Lessee shall continue with occupancy of the Facility on signing this Agreement, or on such a later date as the Parties may agree to in writing.
- 3.5 After taking possession, the Lessee shall not claim any reduction in rental charges or any compensation whatsoever, on the pretext of the existence of error in the area, omissions, incorrect designation, hidden defects, defective conditions of the ground and basement levels, incompatibility with the intended use, any expected or unexpected, ordinary or extraordinary case.
- 3.6 The Lessor will not provide free parking space of the Facility to be leased by the Lessee.
- 3.7 The Lessor grants the Lessee, the right of ingress to and egress from the said leased area by the Lessee's employees, contractors, suppliers, servicemen, licensees, guests, patrons, and invitees; PROVIDED that such right shall at all times be exercised in compliance with any and all regulations promulgated by lawful authority for the care, operation, maintenance, and protection of the Airport and applicable to all users of the Lessor; and PROVIDED FURTHER that such right shall not be construed to prohibit the Lessor from establishing and assessing a fee or charge for the privilege of entry upon the Lessor, when such fee or charge is levied upon all users of the Lessor, nor to prohibit the Lessor from assessing a fee or charge on the contractor or its employees for parking their personal vehicles in the employee parking areas and on persons conducting a business on the Lessor.
- 3.8 The Lessee shall have the right to carry out modifications, finishes and improvements in the Facility subject to the provisions of this Agreement.
- 3.9 So long as the Lessee pays the rent and observes and performs the covenants and conditions contained or implied in this lease on his part to be observed and performed, the Lessee shall peaceably enjoy the spaces leased during the term of the lease without any lawful interruption from the Lessor.
- 3.10 If the Lessee fails to deliver services as per this Agreement, for three (3) months without any notice, the Lessor may by a written notice of

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Page 3 of 33

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[Signature]
Date 17/4/200



not less than thirty (30) days, declare this contract null and void, and in such event, neither party shall have a claim against the other party with respect hereto.

4. RENT AND AIRPORT CHARGES

4.1 The rent payable per square meter shall be of **1,539.5m²(733.5m²Hangar, 733.5 ramp and 72.5m² for container)**for the ground floor and other charges shall not include service charges and expenses which the Lessor may from time to time incur in connection with or in procuring the remedying of any breach by the Lessee of any of the covenants on the part of the Lessee contained in this Lease. The monthly service charge in respect of the use of the common areas of the Facility shall include but not limited to general cleanness of the Property, access passes, security, bills for water, electricity and discharge of waste water.

5. PAYMENT TO THE LESSOR

5.1 The Lessee shall pay the following charges to the Lessor;

- 5.1.1 The sum of **USD 48,023** being annual rental charges for the leased premises pursuant to the details provided on **Annex IV**.
- 5.1.2 Rent payable by the Lessee to the Lessor in terms of this Agreement shall be made monthly in **ADVANCE** with or without demand, free of exchange and without any deductions or set off whatsoever.
- 5.1.3 Payment for utilities (water, electricity, telephone, etc.) shall be payable monthly at a rate, which will be agreed upon with the **Airport Manager** from time to time.
- 5.1.4 Cheques drawn for the payment of rent shall be crossed and payable to "**The Director General, Tanzania Airports Authority**" and delivered in person or by registered mail to the **AIRPORT Manager, Arusha Airport, P. O. Box 502, Arusha**. For bank details see **Annex III** herewith.
- 5.1.5 Payment for utilities shall be made payable to the **Airport Manager, Arusha Airport**. For bank details see **Annex III** herewith.
- 5.1.6 The rental charges are exclusive of taxes (VAT and Withholding Tax). The Lessee shall be liable in paying all taxes relating to this Agreement.

- 5.1.7 If any of the above payments are not paid in full on the date prescribed, the Lessor shall direct the Lessee to pay the due amount together with twenty percent (20%) interest on the unpaid amounts at the prevailing Bank of Tanzania rate plus four percent (4%) administrative costs per month from the date the amount was due until payment in full.
- 5.1.8 In the event payment is made by cheque and the drawn cheque is dishonoured by the bank, the Lessee shall pay to the Lessor two percent (2%) of the value of the cheque that has been dishonoured. This penalty and the principle amount must be paid within seven days from the date the Lessee is informed of the dishonoured cheque. If the Lessee fails to comply the Lessor shall have reason to terminate this Agreement.
- 5.1.9 Rent shall be reviewed on the first week of the twelfth month. In reviewing such charges, the Lessor shall consider the prevailing economic situation in Tanzania at that time.

IN WITNESS WHEREOF this Agreement has been duly executed by the Parties hereto as of the day and year first hereinbefore written.

THE LESSOR

SIGNED and DELIVERED by duly authorized officers of **TANZANIA AIRPORTS AUTHORITY**

Signature: [Signature]
Officer Name: Ndyamukama J.
Address: 18000 DSA
Designation: DG
Date: 11/03/2020

WITNESS
Signature: [Signature]
Officer Name: DRELA D. THORANTA
Address: 18000 Dar
Designation: AG. L.S.

DIRECTOR GENERAL
TANZANIA AIRPORTS AUTHORITY
P.O BOX 18000
DAR ES SALAAM

THE LESSEE

SIGNED and DELIVERED by duly authorized officers of **REGIONAL AIR SERVICES LTD**

Signature: [Signature]
Officer Name: HAMZA TWAFAKE
Address: 14755, ARS
Designation: GENERAL MANAGER
Date: 20.2.2020

WITNESS
Signature: [Signature]
Officer Name: PHILIP NJAKA
Address: 14755 - ARUSHA
Designation: FINANCE MANAGER

REGIONAL AIR
SERVICES LTD
P.O. BOX 14755
ARUSHA

INITIAL HERES: [Signature]

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[Signature] 17/4/2020



ANNEX I

ANNEX I: TERMS AND CONDITIONS FOR THE LEASE

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Agreement, the following definitions and interpretations shall, in addition to those given elsewhere, apply:

- Agreement** means this Lease Agreement (and the schedules and the appendix to it), as modified from time to time.
- Airport** means the Arusha Airport.
- Applicable Laws** means all laws, promulgated or brought into force and effect by Government of Tanzania including regulations and rules made there under, and judgments, decrees, injunctions, writs and orders of any court, as may be in force and effect during the subsistence of this Agreement.
- Applicable Permits** means all clearances, permits, authorizations, consents and approvals required to be obtained or maintained under Applicable Laws in connection with this Agreement.
- GoT** means the Government of Tanzania.
- Good Industry Practice** means those practices, methods, techniques, standards, skills, diligence and prudence which are generally and reasonably expected of and accepted internationally from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations in accordance with this Agreement.
- Facility** means the hangar and its associated infrastructures (Hangar building, ramp and space for container) leased to the Lessee by the Lessor.
- TAA** means Tanzania Airports Authority.
- TCAA** means Tanzania Civil Aviation Authority.

- TAA Representative** means such person or persons as may be authorized in writing by TAA to act on its behalf under this Agreement and shall include any person or persons having authority to exercise any rights or perform and fulfil any obligations of TAA under this Agreement.
- Parties** means the parties to this Agreement collectively and "Party" shall mean any of the Parties to this Agreement individually.
- Tshs/Shillings** means the lawful currency of the United Republic of Tanzania.
- USD** means United States Dollar.

1.2 Interpretations

In this Agreement words importing: -

- 1.2.1 Persons shall include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons;
- 1.2.2 The male gender shall include the female gender and vice versa;
- 1.2.3 The singular shall include the plural and vice versa, unless the context clearly indicates otherwise;
- 1.2.4 In this Agreement, headings of clauses are for the purpose of convenience and reference only and shall not be used in the interpretation of or the modification or amplification of the terms and conditions of this lease or any of its clauses;
- 1.2.5 The clauses and sub-clauses in this Agreement are divisible and if any clause or sub-clause is found to be void or for any reason unenforceable, then such clause or sub-clause shall be severed from this Agreement, but such severance shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect and binding upon the parties hereto;
- 1.2.6 Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder; and

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1.2.7 References to Tanzanian law shall include the laws, acts, ordinances, rules, regulations, or bye laws which have the force of law in the United Republic of Tanzania; the Schedules to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.

2. LESSEE'S COVENANTS

The Lessee hereby covenants with the Lessor on the following:

- 2.1 To pay the rent and other applicable charges on the days and in the manner set out in this Lease and not to exercise or seek to exercise any right to withhold rent whether by way of legal or equitable set-off.
- 2.2 To pay and to indemnify the Lessor against all rates, taxes, assessments, duties, charges, impositions and any other costs of a similar nature which are now, or shall, during the term, be charged, assessed or imposed upon the Facility or upon the owner or occupier of them, PROVIDED that this covenant shall not oblige the Lessee to pay any taxes which are by statute payable by the Lessor.
- 2.3 To comply with reasonable safety and security directions as notified from time to time and necessary for the day to day operations of the Airport.
- 2.4 To adhere to any legally binding directions, rules and regulations on safety and security as issued by TCAA, TAA, the Lessor or any other law enforcement authority.
- 2.5 To pay to the suppliers thereof and to indemnify the Lessor against all charges for water, telephone, electricity, diesel and oil for standby generator, sewerage, gas and other services consumed or used at or in relation to the leased facility.
- 2.6 At all times during the time to repair and keep the interior of the leased facility in good and substantial repair and condition (fair wear and tear exempted).
- 2.7 To replace the Lessor's fixtures and fillings, if any, in the leased facility which may be or become beyond repair at any time during or at the expiration of the Term as a result of any act, omission or negligence on the part of the Lessee, fair wear and tear excepted.

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Page 9 of 33

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- 2.8 To maintain the Building Common Parts in clean sanitary condition and to bear, pay and discharge all sewerage and cesspit emptying charges attributed to the facility.
- 2.9 To remove any additions alterations or improvements made to the facility at the expiration of the Term if so required by the Lessor to the reasonable satisfaction of Lessor or its surveyor and to repair any parts of the leases area which may be damaged by such removal.
- 2.10 To be responsible for and to keep the Lessor fully indemnified against all damages, losses, costs, expenses, actions, proceedings, claims and liabilities made against or suffered or incurred by the Lessor arising directly or indirectly any act, omission or negligence of the Lessee or any persons at the facility; or any breach or non-observance by the Lessee of the covenants, conditions or other provisions of this Lease or any of the matters to which this facility is subject.
- 2.11 To permit the Lessor upon service of reasonable notice at any time during the last three (3) months of the Term and at any time thereafter (or sooner should any of the events of this Lease occur) to permit persons with the written authority of the Lessor or its agent at reasonable times of the day to be agreed upon in advance with the Lessee to view the facility.
- 2.12 To yield up the leased facility in good and substantial repair in accordance with the terms of this Lease. Provided that the Lessee shall pay a sum equivalent to any loss of rent incurred by the Lessor (which shall be calculated at the level paid by the Lessee under this Lease) during such period as is reasonably required for the carrying out of works at the expiration of the Term by reason of any breach of repairing and decorating covenants.
- 2.13 To surrender the facility to the Lessor at the end of the Lease Agreement.
- 2.14 To remove all signs erected by the Lessee in, upon or near the leased area and immediately to make good any damage caused by such removal.
- 2.15 To get the approval of the Lessor for the design of the buildings to be constructed on the part of the Property which approval shall not be unreasonably withheld.

- 2.16 To permit the Lessor and its agents and all persons authorized by them, in the company of a Lessee's representative and subject to the Lessee's security procedures.
- 2.17 To enter upon the leased facility at reasonable times and upon reasonable prior notice except in the case of an emergency for the purpose of ascertaining that the covenants, schedules and conditions of this Lease Agreement have been observed and performed.
- 2.18 To provide access to the Lessor and his authorized agents at reasonable times and upon reasonable prior notice, for the purposes of undertaking any work to the leased area of the Lessee, which may be required to be undertaken by the Lessor.
- 2.19 Not to commit any waste in the leased facility.
- 2.20 Not to make any structural and non-structural alterations or additions to the facility without obtaining and complying with all necessary consents of any competent authority and paying all charges of any such authority in respect of such consents, making an application to the Lessor supported by drawings and where appropriate a specification in duplicate, prepared by an architect or member of some other appropriate profession or professional organization (who shall supervise the work throughout to completion, paying the reasonable fees of the Lessor and the Lessor's professional advisers in connection with the approval of such alterations and entering into such covenants as the Lessor may reasonably require as to the execution and reinstatement of the alterations. Obtaining the consent of the Lessor, such consent not to be unreasonably withheld or delayed PROVIDED that this shall not apply to the erection by the Lessee of internal demountable partitioning of a design and of materials and layout which are approved in writing by the Lessor subject to the Lessee removing the same at the determination of the Term and making good all damage caused by its installation and subsequent removal.
- 2.21 Not to cease carrying on business in the facility or leave the facility continuously unoccupied for more than one (1) month without notifying the Lessor and providing such caretaking or security arrangements as the Lessor shall reasonably require and the insurers shall require in order to protect the leased area from vandalism, theft, damage or unlawful occupation.

- 2.22 Not to transfer, sell, assign or part with the Lessee's business howsoever along with the facility. In such incidents, the facility shall be surrendered to the Lessor for reallocation.
- 2.23 Not to discharge into the pipes serving the facility and the building common parts any oil or any objectionable dangerous, poisonous or explosive matter or substance and to take all reasonable measures to ensure that any effluent so discharged into the pipes will not be corrosive or otherwise harmful to the pipes or cause obstruction or deposit in them.
- 2.24 Not to bring or permit to remain on the leased spaces articles, equipment tools which may damage the leased area or any part thereof.
- 2.25 Not to install or use in or upon the facility any machinery or apparatus which will cause noise or vibration which can be heard or felt in nearby spaces or outside the leased area or which may cause structural damage.
- 2.26 Not to do anything which interferes with the heating, cooling or ventilation of the building or which imposes an additional load on any heating cooling or ventilation plant and equipment in the leased facility or other buildings.
- 2.27 Not to operate the ventilation equipment in the leased area otherwise than in accordance with the regulations for such purpose made by the Lessor from time to time.
- 2.28 Not to erect any pole, mast, dish or wire (whether in connection with telegraphic, telephonic, radio or television communication or otherwise) on the leased area without the prior written consent of the Lessor and such consent shall not be unreasonably withheld or delayed.
- 2.29 Not without prior written consent of the Lessor to fix or install any signage on the exterior of the building and such consent shall not be unreasonably withheld or delayed. Provided that the Lessee shall have the right to display its company logo and normal advertising material within the leased facility. The Lessor acknowledges that signs displayed by the Lessee must conform to the corporate identity of the Lessee and that the Lessee shall retain control of the manufacturing of its signs and advertisements.
- 2.30 Not to make connection with the pipes that serve the facility without the Lessor's prior written consent which shall not be

unreasonably withheld other than in accordance with plans and specifications approved by the Lessor and subject to consent to make such connection having been previously obtained from the competent statutory authority.

- 2.31 Not to do in or allow to be near the leased spaces any act or thing by reason of which the Lessor may under any statute incur, have imposed upon it or become liable to pay any penalty, damages, compensation, costs, charges or expenses.
- 2.32 Not to do nor allow to remain upon the leased area anything which may be or become or cause a nuisance, annoyance, disturbance, injury or damage to the Lessor or its other Lessees or to the Lessor.
- 2.33 Not to use the leased area for a sale by auction or for any dangerous, noxious, noisy or offensive trade business manufacture or occupation not for any illegal or immoral act or purpose.
- 2.34 Not to use the facility other than as hangar for purposes of carrying out the Lessee's licensed and authorized business, as at the date of commencement of the Lease.
- 2.35 Not to mortgage or create any charge on the leased area for the duration of the lease period, unless agreed in writing with the Lessor.
- 2.36 Not to hold on trust for another or (save pursuant to a transaction permitted by and effected in accordance with the provisions of this Lease) part with the possession of whole or any part of the leased spaces or permit another person to occupy the whole or any part of the leased spaces.
- 2.37 Not to assign, underlet or charge any part of or the whole of the leased spaces.
- 2.38 Not assign, transfer, convey, sell, mortgage, pledge, or encumber or sublet its Spaces without the prior written approval of the Lessor, such approval not to be unreasonably withheld by the Lessor. The Lessee shall not allow the use of its Spaces through a handling or services Agreement or similar arrangement by another entity or company without the prior written approval of the Lessor. If the Lessee fails to obtain prior written approval of any such assignment, sublease, or handling Agreement, the Lessor, shall have the right to refuse to recognize the Agreement, and the assignee, sub-Lessee or "handled" entity or company shall acquire no interest in this Agreement or any rights to use spaces.

2.39 Without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any by-laws applicable to the facility or in regard to carrying on in the trade or business for the time being carried in the Airport.

3. THE LESSOR'S COVENANTS

- 3.1 Subject to the Lessee paying the Lessor the rent, and all other charges payable under this Lease and complying with the covenants and other terms of this Lease the Lessor covenants with the Lessee to use all reasonable endeavors.
- 3.2 To enable the Lessee access to the leased facility free from encumbrances in accordance with this Agreement.
- 3.3 Upon written request from the Lessee, the Lessor shall provide outlets as they presently exist, or assist the Lessee in obtaining access to all necessary infrastructure facilities and utilities, including water, electricity and telecommunication which the Lessor may approve in writing to be installed at the cost and expense of the Lessee, for use in the leased office spaces.
- 3.4 To make or vary rules and regulations that govern the relationship between tenants and in general the use of common areas and the terminal building from time to time.
- 3.5 To keep and maintain the common areas in clean, tidy and sanitary condition.
- 3.6 To permit the Lessee peacefully and quietly to hold and enjoy leased spaces without any interruption or disturbance from or by the Lessor or any person claiming under or in trust for the Lessor.
- 3.7 To apply from the relevant authorities, within a reasonable time for approvals, permits and consent for the purpose of registering the Lease. The registration fee and stamp shall be payable by the Lessee.
- 3.8 To submit to the relevant authorities, whenever required the Certificate of Title of the Right of Occupancy in respect of the Property to facilitate registration of the Lease.

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3.9 At the Lessor's own expense to execute all works and provide and maintain all arrangements upon or in respect of the facility or the use to which the leased spaces are being put that are required in order to comply with the requirements of any statute (already or in the future to be passed) or directive of any government department, local authority or other public or competent authority or court of competent jurisdiction regardless of whether such requirement are imposed on the Lessor, the Lessee or any other occupier and provided that the Lessor shall not be responsible for matters which are the express liability of the Lessee or any other tenant in the building under these presents.

3.10 Not to terminate this Lease as long as the Lessee complies with the terms and conditions provided under this Lease.

4. REPRESENTATION AND WARRANTIES

4.1 Representation and warranties of the Lessee

The Lessee represents and warrants to the Lessor that:

4.1.1 It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation.

4.1.2 It has full power and authority to execute, deliver and perform its obligations under this Agreement and carry out the transactions contemplated hereby.

4.1.3 It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement.

4.1.4 It has the financial standing and capacity to conduct business at the Airport.

4.1.5 This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.

4.1.6 It is subject to civil and commercial laws of the United Republic of Tanzania with respect to this Agreement and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof.

4.1.7 There are no actions, suits, proceedings, or investigations pending or, to the Lessee's knowledge, threatened against it at

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law or in equity before any court or before any other judicial or other authority, the outcome of which may result in the breach of or constitute a default of the Lessee under this Agreement or which individually or in aggregate may result in any Material Adverse Effect on its business, properties or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations and duties under this Agreement.

4.1.8 It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Governmental Agency which may result in any Material Adverse Effect or impairment of the Lessee's ability to perform its obligations and duties under this Agreement.

4.1.9 It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect on its financial condition or its ability to perform its obligations and duties under this Agreement.

4.1.10 No representation or warranty by the Lessee contained herein or in any other document furnished by it to TAA, or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading.

4.1.11 It warrants that no sums, in cash or kind, have been paid or will be paid by or on behalf of the Lessee, to any person by way of fees, commission or otherwise for securing the Lease or entering into this Agreement.

4.2 **Representations and Warranties of the Lessor**

The Lessor represents and warrants to the Lessee that:

4.2.1 The Lessor is duly organized and validly existing under the laws of the United Republic of Tanzania.

4.2.2 The Lessor has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby.

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Page 16 of 33

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- 4.2.3 There are no legal proceedings pending against the Lessor in respect of the Project.
- 4.2.4 The Lessor has taken all necessary action to authorize the execution, delivery and performance of this Agreement.
- 4.2.5 This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof.
- 4.2.6 The Lessor has not knowingly omitted to disclose any material information in its possession or under its control relating to this Agreement.
- 4.2.7 The Lessor shall ensure that, while the Lessee is complying with the terms and conditions of this Agreement, is not disturbed by TAA or its Agents during the period of this Agreement.
- 4.2.8 Subject to the Aerodromes Control and Regulations Act 1981 or any re-enactment or amendment thereof for the time being in force or any other Regulations, circulars, directives or instructions that may be issued from time to time, by the Lessor or other competent Authority, in connection with the operation of the Airport, the Lessor shall grant to Lessee, its employees, contractors or agents, full and free access to and from the facility to Lessee for the conducting its business **PROVIDED** that such right of ingress and egress shall at all times be exercised in compliance with any and all regulations promulgated by lawful authority for the care, operation, maintenance, and protection of the Airport and applicable to all users of the Airport; and **PROVIDED FURTHER** that, such right of ingress and egress shall not be construed to prohibit the Lessor from establishing and assessing a fee or charge for the privilege of entry upon the Airport, when such fee or charge is levied upon all users of the Airport, nor to prohibit the Lessor from assessing a fee or charge on the contractor, agent or its employees for parking their personal vehicles in the parking areas of the Airport.
- 4.2.9 The right of access granted in clause 4.2.8 above shall be instantly withdrawn by Lessor in respect of any employee, servant or contractor of the Lessee on grounds of misconduct, insobriety, conduct prejudicial to security, safety or the good image of the Airport and any other just cause and the Lessee shall effect and ensure the removal from the Airport spaces and

prevent the presence there at or entry thereto of any employee, servant, contractor or agent in respect of whom the right access has been withdrawn.

5. INTERRUPTIONS TO AIRPORT SERVICES

5.1 Unplanned Interruptions and shutdowns

5.1.1 The Lessor may close the Airport or part of the Airport or interrupt or shutdown a service or facility at any time if required by law or if in the sole opinion of the Lessor, it is believed it is necessary to deal with an emergency or an Airport security incident. The Lessor will use every reasonable Endeavour's to: -

- (i) give the Lessee reasonable notice of a closure or interruption in those circumstances, but the Lessee recognizes that in some circumstances it may not be possible.
- (ii) minimize the way the Lessee is affected by an unplanned closure or interruption.

5.2 Planned interruptions and shutdowns

5.2.1 The Lessor may close the Airport or part of the Airport or interrupt or shutdown a service or facility at any time if in the sole opinion of the Lessor, it is believed it is necessary for repair, maintenance of facilities or because of some spaces or construction work occurring on the Lessor. In such cases the Lessor shall: -

- (i) consult and agree a project plan with the Lessee
- (ii) comply with the agreed project plan
- (iii) give reasonable prior notice to the Lessee of such a closure or interruption
- (iv) do all reasonable things to minimize the way the Lessee is affected by such a closure or interruption.

5.3 Liability for planned or unplanned interruptions and shutdowns

5.3.1 The Lessor shall not be liable for any loss or damage that the Lessee may suffer, including losses or damage to delays in aircraft movement and claims against the Lessee by third parties, directly or indirectly caused by the planned or unplanned closure of the Airport or any part of the Airport or the planned or unplanned interruption or shutdown of a service or facility unless caused or contributed to by the Lessor's

negligent act or omission or default or the negligent act or omission or default of the Lessor's officers, employees, agent or contractors and then to the only extent of such cause or contribution.

6. INDEMNIFICATION, LIABILITY AND RISKS

6.1 Indemnification

6.1.1 The Lessee shall keep the Lessor, both during and after the term of this Agreement fully and effectively indemnified against direct proven losses, damages, injuries, deaths, expenses, proceedings, costs and claims including but not limited to reasonable legal fees and expense, suffered by the Lessor or any other third party where such loss, damage, injury, or deaths is the result of wrongful action, negligence or breach of this Agreement by the Lessee or his employees agents and/or any other person acting under instructions of or contracted by the Lessee.

6.1.2 The Lessor shall keep the, Lessee both during and after the term of this Agreement fully and effectively indemnified against direct proven losses, damages, injuries, deaths, expenses, proceedings, costs and claims including but not limited to reasonable legal fees and expense, suffered by the Lessee or any other third party where such loss, damage, injury, or deaths is the result of wrongful action, negligence or breach of this Agreement by the Lessee or his employees, agents and/or any other person acting under instructions of or contracted by the Lessor.

INITIAL HERE:

Page 19 of 33

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6.2 Liability

6.2.1 The Lessee shall be responsible for third party liability relating to its business and must maintain in respect hereof an insurance cover to meet third party claims for injury or death.

6.3 Risks

6.3.1 All staff and property of the Lessee brought or built at any time at the Airport, shall be entirely at the risk of the Lessee. The Lessor shall not be liable for injury or death to any person or for loss or damage to property caused on the leased facility or any part of the Airport through fire, floods, accident or any other cause over which the Lessor, his agents, employees or invitees have no control.

7. CONFIDENTIALITY

7.1 The two parties with their sub-contractors, agents or employees shall not, either during the term or within two (2) years after expiration of this Agreement, disclose any proprietary or confidential information relating to the services, this Agreement, business or operations without the prior written consent of the other party.

7.2 In this Agreement where the consent of the Lessor is required, it shall be his/her sole discretion to consent or to refuse or to give conditions for consent and will not be bound to assign any reasons.

7.3 Upon termination of this Agreement all rights and obligations of the parties towards each other shall cease except: -
(i) Those rights and obligations as may have occurred on the date of termination or expiration
(ii) The obligations of confidentiality set forth in this Agreement.
(iii) Any right which party may have under the applicable laws of the United Republic of Tanzania

7.4 Upon termination of this contract by notice of either party in accordance with the Agreement, the Lessee shall immediately upon dispatch or receipt of such notice take all necessary steps to bring its business to a close in a prompt and orderly manner.

8. STAFFING AND STAFF CONDUCT

8.1 The Lessee shall provide suitable, trained and qualified staff with customer focus for the purpose set out herein. The Lessee shall

ensure that such staff are properly uniformed and shall remain clean, civil and sober at all times while on duty at the Airport.

- 8.2 The Lessee undertakes to allow access to the leased office spaces only to employees, servicemen, suppliers, agents, contractors, licensee, or visitors strictly necessary for the operations of the Lessee's business as provided in this Agreement. The Lessee undertakes to ensure that its employees, servicemen, suppliers, agents, contractors, licensee, or visitors to the leased office spaces wear identification cards, temporary passes or visitors' pass issued by and in accordance with the Lessor's security regulations. Such identification cards and passes must be worn in a conspicuous manner for easy identification. The Lessee shall ensure that its employees, servicemen, agents, contractors, working at the Lessee's leased office spaces undergo police/security background check before being issued with a Lessor Pass or ID.
- 8.3 The Lessee shall, at the request of the Lessor, remove or cause to be removed from the leased office spaces or any part of the Airport, either temporarily or permanently as the case may be, any member of his staff, agent or visitor, whose conduct, in the opinion of the Lessor, is unbecoming or detrimental to the interests of the Airport and/or its other users.
- 8.4 Non-discrimination: The Lessor for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree that it shall not discriminate against or cause to be discriminated, any person or Lessee in the use of the facility or in the furnishing of services/goods or denied the benefits of, on grounds of nationality, origin, race, religion, sex or business associations.

9. SURRENDER OF OFFICE SPACES AND HOLDING OVER

9.1 Surrender and Delivery

- 9.1.1 Immediately upon termination or the expiration of this Agreement, or upon deletion of any portion of the office spaces leased hereunder, the Lessee shall peaceably surrender and deliver to the Lessor the spaces that are the subject of said expiration or termination. The facility shall be surrendered in good condition, with the exception of ordinary wear from use of the office spaces for the purpose for which they were leased. After surrender, the Lessee agrees to pay to the Lessor the

costs, if any, incurred by the Lessor to bring the office spaces up to tenantable condition thereafter

9.2 Removal of Property

9.2.1 Except as provided in clause 9.2:2, nothing herein shall be construed to preclude the Lessee removing from the Lessor or otherwise disposing of its personal property, including trade fixtures, tools and equipment title to which is to remain with the Lessee. All Lessor's property damaged by or as a result of the removal of Lessee property shall be promptly restored by the Lessee to the condition existing before such damage, at the Lessee's sole cost and expense. Such trade fixtures, tools, equipment, and other personal property shall be removed upon the expiration of this Agreement or from any portion of the office spaces upon the deletion from this Agreement of that portion from the office spaces leased hereunder.

9.2.2 Any removal of property by the Lessee pursuant to clause 9.2.1 shall be subject to any valid lien which the Lessor may have thereon and such property shall not be removed from the Airport without the written consent of the Lessor.

9.2.3 At the expiration or termination of this Agreement, any personal property of the Lessee not removed in accordance with clause 9.2.2 above, at the option of the Lessor, may be removed and placed in storage by the Lessor at the sole cost of the Lessee. If such property is not removed from storage by the Lessee within one month after placement therein, the Lessor may elect, after notice to the Lessee, to take ownership of the property or dispose of the property by either public or private sale and retain the proceeds. Any costs of removal and disposition not covered by such proceeds shall be borne by the Lessee.

9.3 Holding Over

9.3.1 In the event the Lessee holds over, refuses, or fails to give up the possession of the Spaces at the expiration or termination of this Agreement, or the relevant portion of office spaces in the event of expiration or termination of the Agreement for said portion, without written consent of the Lessor, the Lessee shall have only the status of a tenant at sufferance and no periodic tenancy will be deemed to have been created. The Lessee shall pay reasonable rentals, rates, and charges as then prescribed by the Lessor and such rentals, rates, and charges shall be different from those prescribed during the period of the Agreement.

9.3.2 Rent shall be paid on a pro rata basis for the period of time that the Lessee is in a hold over status. Further, in the event that the Lessee holds over, and if the Lessor shall desire to regain possession of the facility, then the Lessor may reenter and take possession of the facility. Furthermore, if the Lessor so elects, it may accept rent and concurrently commence legal proceedings to regain possession of the office spaces.

10. DISPUTES WITH OCCUPIERS OF BUILDING

10.1 If any dispute arises between the Lessee and other Lessees or occupiers of the building as to any easement, right or privilege in connection with the use of the facility and any other part of the building or as to the boundary structures separating the facility from any other property the dispute shall be decided by the Lessor or in such manner as the Lessor shall reasonably direct or at the Lessor's option by the surveyor acting as an expert and not as an arbitrator.

11. DISPUTE RESOLUTION

11.1 The parties shall attempt to resolve any dispute arising out of or relating to this Lease through negotiations between senior executives of the parties, who have authority to settle the same.

11.2 If the matter is not resolved by negotiation within seven (7) days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (ADR) procedure, or in default of agreement, through an ADR procedure as recommended to the parties by the President or the Deputy President, for the time being, of the Tanzania Institute of Arbitrators.

11.3 If the matter has not been resolved by an agreed or recommended ADR procedure as stipulated in clause 11.2 above or if any party will not participate in such an agreed or recommended ADR procedure, within sixty (60) days of the initiation of that procedure, the dispute may be referred to arbitration by any part. The seat of the arbitration shall be Mainland Tanzania. The arbitration shall be governed by the Arbitration Act, Cap. 15 [R. E. 2002] and Rules as agreed between the parties. Should the parties be unable to agree on an arbitrator or arbitrators, or be unable to agree on the Rules for Arbitration, any party may, upon giving written notice to other parties, apply to the President or the Deputy President, for

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Page **23** of **33**

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7/4/2022



the time being, of the Tanzania Institute of Arbitrators for the appointment of an Arbitrators and for any decision on rules that may be necessary. Nothing in this clause shall be construed as prohibiting a party or its affiliate from applying to a court for interim injunctive relief.

- 11.4 Should all the ADR procedure referred to in this clause fail to resolve the dispute within stipulated time then the parties shall submit themselves to the court of competent jurisdiction.

12. CONTRACT SECURITY

- 12.1 The Lessee shall be required to submit contract security in a form of performance bond of an amount equal to three month's rent to the Lessor. This bond shall not bear interest and shall be returned to the Lessee at the end of the Agreement, PROVIDED the Lessee has fulfilled its obligations. On termination of this Agreement, the performance bond shall, where applicable, remain the property of the Lessor to a value equal to the amount of any rentals or any charges due to the Lessor.

13. CONTRACTS DOCUMENTS

- 13.1 The Lessee shall submit to the Lessor certified copies of documents relating to the business of the Lessee conducted at the Airport including but not limited to current trading license, certificate of incorporation or certificate of registration of business names, TIN and VAT certificates as appropriate.

14. SUBMISSION OF ACCOUNTS

- 14.1 In the event the audited report establishes that additional payments are due to TAA then the Lessee shall make such additional payments to TAA within seven **(7) days** of receiving written notice from TAA. In the event that the audited report establishes that the Lessee overpaid TAA, then such overpayment shall be credited by issuance of a **credit note** to the Lessee. However, in no event shall TAA be liable for interest if there has been an over payment by the Lessee. In the event that TAA has not raised any objection, query or comment on the data submitted by the Lessee before the expiry of 3 months after the end of the TAA financial year to which the data relates, such data may be deemed to have been accepted by TAA.

15. GROUNDS FOR REVIEW

- 15.1 The Lessor shall have the right to review rent when reasonable need arises thereto. The said reasonable need shall include, but not limited to, the following:
- 15.1.1 Where the Lessor will renovate the facility so as to make it more habitable, modern.
 - 15.1.2 Where the Market Value of that particular place has changed so as to attract the increase of rent
 - 15.1.3 Where that particular place has been changed in status in accordance with Government or Municipal order/ decision.

16. OTHER GENERAL CLAUSES

16.1 Severability

- 16.1.1 The effectiveness, invalidity or unenforceability of any provision or part thereof of this Lease shall not affect any other provisions or the remainder thereof, all of which shall remain in full force and effect.

16.2 Waiver

- 16.2.1 Each of the Lessee's covenants shall remain in full force both at law and in equity notwithstanding that the Lessor shall have waiver or be re-lettable temporarily or permanently, revocable or irrevocably by a similar covenant or similar covenants affecting the leases with other Lessees of spaces in the building.

- 16.2.2 The Lessor shall not be responsible to the Lessee or to anyone at the facility expressly or by implication with the Lessee's authority for any accident happening or injury suffered or for any damage to or loss of any chattel sustained in the facility, except to the extent that such an accident, happening, injury, damage or loss is due to the act or neglect of the Lessor or any person authorized by the Lessor.

16.3 Compliance with the laws and regulations

- 16.3.1 The Lessee and the Lessor shall each comply, with all applicable laws, regulations, rules, and orders now or hereafter in force and as promulgated by TCAA or any other law enforcement authority from time to time. Such laws and regulations include Safety and Fire Regulations, Security Regulations, Safety Regulations, Environmental Management Regulations, among others.

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16.4 **Modifications**

16.4.1 Modification of the terms and conditions of this Agreement, including any modification of the scope of the services, may only be made by written Agreement between the parties. Each party shall give due consideration to any proposal for modification made by the other party.

16.5 **Entire Agreement**

16.5.1 This Lease constitutes the entire agreement and understanding between the Parties relating to the subject matter. Except as may be expressly stated in this Lease, it supersedes and cancels all prior agreements, statements, representations, understandings, negotiations and discussions, whether oral or written, between the parties. Each of the parties acknowledges and agrees that in entering into this Lease it does not rely on any statement, representation, warranty or understanding is incorporated into this Lease. Each of the parties acknowledges and agrees that in entering into this Lease it has not relied on (nor has been induced to enter into this Lease Agreement by) any statement, representation, warranty or understanding made prior to this Lease Agreement.

16.5.2 If after the Lessee has vacated the facility on the expiry of the Term any property of the Lessee remains in or on the facility and the Lessee fails to remove it within fourteen (14) days after being requested in writing by the Lessor to do so or if after using its reasonable endeavor's the Lessor is unable to make such a request to the Lessee within twenty-eight (28) days from the first attempt so made by the Lessor:

(i) The Lessor may remove such property and keep it in a warehouse for a period of thirty (30) days. The Lessee shall be responsible for the storage charges and any changes in relation to the removal of such property from the facility to the warehouse.

(ii) On the expiration of thirty (30) days stipulated above and on failure of the Lessee to turn up and collect its property together with making payment of all charges there unto, the Lessor shall have the right to take necessary legal actions and/or procedure in relation to such property.

16.5.3 If the Lessor, having made reasonable efforts, is unable to locate the Lessee the Lessor shall be entitled to retain such proceeds of sale absolutely unless the Lessee shall claim them

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within six (6) months of the date upon which the Lessee vacated the Demises Spaces. The Lessee shall indemnify the Lessor against any damage occasioned to the facility and any actions, claims, proceedings, costs, expenses and demands made against the Lessor caused by or related to the presence of the property in or on the facility or warehouse.

17. EASEMENTS AND OTHER RIGHTS OF THE LESSEE

17.1 The Lessee and all persons expressly or by implication authorized by the Lessor shall have the right in common with the Lessor and all other persons having a like right, to use the building's common parts for the purpose of access to and egress from the building and for all purpose in connection with the use and enjoyment of the leased facility including the right: -

17.1.1 To have access to and egress from the car park area on specific allocated by the Lessor for private motorcars PROVIDED that the Lessor by a written notice may reposition or reallocate the car parking spaces for the interest of good estate management.

17.1.2 To use such lavatories in the building reasonably proximate to the facility as shall be designated by the Lessor from time to time (except those included within another Lessee's demise).

17.1.3 To the free passage and running of electricity, telephone and other services or supplies (subject to temporary interruption for repair alteration or replacement) to and from the facility in and through the pipes that now or during the Lease Term serve the Facility presently laid in or over or under other parts of the building or the estate.

17.1.4 To display in the reception area of the building a name-plate or sign in positions and of size to be specified by the Lessor showing the Lessee's name and any other details approved by the Lessor such approval not to be unreasonably withheld or delayed.

18. THE LESSOR'S RIGHT TO ALTER THE PROPERTY

18.1 The Lessor shall be entitled at all and any times during the Term of this Lease to completing, altering, repairing, improving, reconstructing, rebuilding, redeveloping and /or adding to the building and the site (other than the leased spaces) and for such purpose to erect scaffolding, hoardings and building equipment in,

at, near or in front of the facility, as well as such devices as may be required by law or which the architect may certify to be necessary for the purposes of any work aforesaid. The Lessor shall further be entitled by itself or through its workmen or its agent to all such rights of access to any portion of the facility as may reasonably be necessary for the purpose aforesaid. In exercising its rights above the Lessor shall use its best endeavors to minimize interference with the Lessee's occupation of the facility and in particular shall not enter the facility without reasonable prior notice to the Lessee, save in the event of an emergency when immediate entry upon the facility shall be permissible.

18.2 Notwithstanding anything herein contained the Lessor shall not be liable to the Lessee nor shall the Lessee have any claim against the Lessor in respect of

18.2.1 any interruption by reason of necessary 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 Lessor's control or by reason of mechanical or other defect or breakdown or other inclement conditions or unavoidable shortage of fuel materials water or labour; or

18.2.2 any act of omission or negligence by any porter attendant or other servant of the Lessor in or about the performance or purported performance of any duty relating to the provision of the said services or any of them.

19. TAKING INVENTORIES

19.1 Inventory When Taking Possession

19.1.1 If the leased office spaces include movable and immovable equipment, fixtures and fittings inventories of such movable and immovable equipment, fixtures and fittings, shall be drawn up by both the Lessee and the Lessor.

19.2 Airport Certification

19.2.1 The Lessee shall not operate at the Airport in a manner that prevents or impairs the Lessor's ability to meet and maintain compliance with requirements for obtaining, and maintaining an Airport Operating Certificate from the Regulator.

19.3 Inventory when vacating

19.3.1 The same operations shall be carried out at the time of vacating the spaces for any reason whatsoever. A report of the comparison of the two inventories shall be used to determine any work of restoration that may be necessary or to decide the amount of compensation to be paid to either party.

19.4 Changes in the records

19.4.1 In the event of any changes in the composition of fixtures, fittings, movable and immovable equipment in the leased office spaces as a result of removal, replacement or additions by the Lessee or the Lessor another inventory shall be drawn as appropriate to update the existing one.

20. GOVERNING LAW

20.1 This Lease shall be governed by and construed in accordance with the laws of Tanzania.

21. NOTICES

21.1 Any notice to be given under this Lease may be given by sending the same by post, by the quickest mail available or by telex, e-mail, telephone address to the party concerned at its address as given herein below: -

The Lessor: -

Airport Manager,
P. O. Box 502,
Arusha,
TANZANIA.

Contact Person: _____
Telephone: _____
Fax _____

To the Lessee: -

Managing Director,
Regional Air Services Ltd,
P.O Box 7392,
DAR ES SALAAM.

Contact Person: _____
Telephone: _____
Fax _____

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Or to such other respective addresses as the parties may designate to each other in writing from time to time.

Notice by certified or registered mail shall be deemed given within three (3) days after the date that such notice is deposited at the Post Office.

22. RENEWAL/TERMINATION OF THE LEASE AGREEMENT

22.1 Break Clause

- (i) The Lease shall be terminated by either party following the revelation that any of the warrants granted by the other party to this Lease are false or have seized to be true.
- (ii) Either Party may terminate this Agreement, with immediate effect by a written notice of ninety (90) days to the other party on or at any time:
 - a) by mutual agreement of the Parties,
 - b) if either Party knowingly commits any material breach of this Agreement and fails to remedy that breach within 30 days of the service of a notice from the other Party requesting that breach to be remedied,
 - c) the other Party becomes insolvent or threatens to suspend or cease, carrying on all or a substantial part of its business, or
 - d) the other Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement
- (iii) For the purposes of Agreement material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from a substantial portion of this agreement over the term of this agreement.

22.2 Termination

- 22.2.1 This Lease Agreement shall terminate on the expiry of the lease term herein reserved. Provided that the Lessee gives three (3) months written notice prior to the lease expiry of his intention to renew, and the Lessor is willing to renew the lease to the Lessee, the Lease Agreement will be renewed for further

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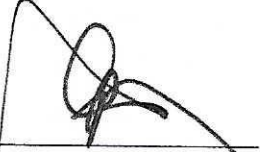
period subject to agreement of terms and conditions between the parties.

22.3 "Force Majeure" Termination

22.3.1 Whenever the Facility or any essential part thereof shall be destroyed or be rendered unfit or unavailable for further tenancy through fire, vandalism, earthquake, flood, storm, war, civil disturbance, government action or other similar casualty or event beyond the Lessor's control this Lease Agreement shall, at the option of the Lessee, be immediately terminated. In the case of partial destruction, damage, unfitness or incapacity, this Lease Agreement may be terminated in whole or in part at the Lessee's option. Should the Lessee exercise this option, he shall provide a written notice to the Lessor and no rent shall accrue to the Lessor after such termination, which shall be effective as of the date of the spaces being rendered unusable

THE LESSOR

SIGNED and DELIVERED by duly authorized officers of **TANZANIA AIRPORTS AUTHORITY**

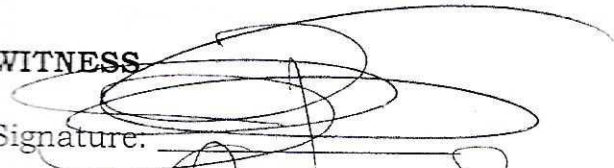
Signature: 

Officer Name: Ndyamukama S.

Address: 1800, DSM

Designation: DG

Date: 11/08/2020

WITNESS
Signature: 

Officer Name: Philip Njikat

Address: 18000 Dar

Designation: AG-LS

DIRECTOR GENERAL
TANZANIA AIRPORTS AUTHORITY
P.O. BOX 18000
DAR ES SALAAM

THE LESSEE

SIGNED and DELIVERED by duly authorized officers of **REGIONAL AIR SERVICES LTD**


Signature: 

Officer Name: HANZA PWA PACHTU

Address: 14755, ARS

Designation: GENERAL MANAGER

Date: 20.2.2020

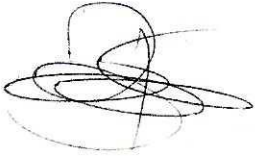
WITNESS
Signature: 

Officer Name: PHILIP NJIKAT

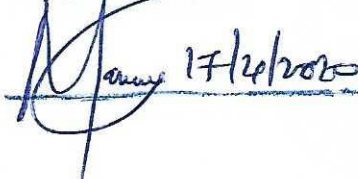
Address: 14755 ARUSHA

Designation: FINANCE MANAGER

REGIONAL AIR
SERVICES LTD
P.O. BOX 14755
ARUSHA

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ANNEX II

ANNEX II: SUMMARY SHEET

General Information:

LEASE AGREEMENT IN RESPECT OF HANGAR BETWEEN TANZANIA AIRPORTS AUTHORITY (TAA) AND M/S REGIONAL AIR SERVICES LTD

OFFICER EXECUTING THIS AGREEMENT:

AGREEMENT NUMBER :CAB 79/215/90/47

Date of Issue:

Date of Signature:

Addresses:

Physical Address:	Billing Address:

Contact Persons

Details	1st person	2nd person
Name:		
Title:		
Phone:		
Office.		
Mobile		
Email:		

Contract Period:

This Lease Agreement is valid for **Five (5) years** and may mutually be renewed thereafter.

Date of Commencement: 01/01/2020

Date of Termination: 31/12/2024

Allocated Spaces and Payment to the Lessor

Allocated Spaces	Payment to the Lessor
Total floor area occupied 1,539.5m² at Arusha Airport	The LESSEE shall pay; The sum of USD 48,023 being annual lease rent for the leased space.

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ANNEX III

ANNEX III: BANK DETAILS FOR EFFECTING PAYMENT

**THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF WORKS, TRANSPORT AND COMMUNICATION
TANZANIA AIRPORTS AUTHORITY**

Telegrams: "WAGENI" TZ
Telephone: 2844212, 2844328, 2844371/2
E-mail: airportmanager@africaonline.co.tz



JULIUS NYERERE
INTERNATIONAL AIRPORT
P.O. BOX 18032
DAR ES SALAAM.

In reply please quote
Ref No.

BANK DETAILS FOR EFFECTING PAYMENT

Below are banking details for disbursements to TAA and JNIA: -

1. For payments of utilities such as water, electricity and IDs (if any):

CURRENCY: - Tanzanian Shillings (TZS)
Payee: -Arusha Airport
Bank Name: - CRDB Bank PLC
Branch: -ArushaBranch
Account No.: - 01J1042983503.

2. For payment of Rent

CURRENCY: - USD / TZS
Payee: - Tanzania Airports Authority
Bank Name: - CRDB Bank PLC
Bank Branch: - Tower Branch
Account type: - Collection A/C - (Forex)
Account No.: -For US\$ 02J1042983500 and for TZS 01J1042983501
Swift code: - CORUTZTZ

In all cases our invoices will indicate the respective account to be credited

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Page 34 of 33

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Handwritten signature and date: 17/4/2020



ANNEX IV

DESCRIPTION OF THE LEASED FACILITY

S/N	LOCATION	SIZE/MEASUREMENT			RATE PER M ² per Annum (USD)	CONTRACT'S PERIOD (Years)	ANNUAL TOTAL AMOUNT (USD)
		WIDTH	LENGTH	TOTAL M ²			
01	Hangar building			733.5	58	5	42,543.0
02	Ramp area			733.5	5	5	3,667.5
03	Container space			72.5	25	5	1,812.5
	TOTAL			1,539.5			48,023

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Manuel F. Hernandez



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