

5th JULY 19  
Dated this ..... day of ....., 20....

LEASE AGREEMENT  
BETWEEN TAKIMS  
HOLIDAYS TOURS  
AND SAFARIS  
LIMITED AND  
INTIMATE PLACES  
LIMITED

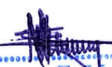
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CONCERNING THE LEASE OF AN OFFICE UNIT LOCATED AT 181/3/2 BURKA  
ESTATES, MATEVESI, DISTRICT OF ARUMERU, ARUSHA REGION, WITHIN  
COMPOUND OF TAKIMS HOLIDAYS ARUSHA OFFICES, ALONG EAST AFRICA ROAD,  
BURKA ESTATES, ARUSHA

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Certified True Copy of the Original  
Sign:  Date: 01/06/2020  
E. S. Silayo  
Advocate, Notary Public and  
Commissioner for Oaths

FEE/DUTY PAID SHS. 662,400...  
RECEIPT No 204.33822/2019068  
IN RESPECT OF STAMP DUTY...  
DATE 04 SEP 2019  
For: DISTRICT MANAGER  
TRA ARUMERU

LEASE  
AGREEMENT

THIS LEASE AGREEMENT is made at Arusha on this <sup>5th</sup> day of <sup>JULY</sup> 2019.

BETWEEN

**Takims Holidays Tours and Safaris Limited**, a limited liability Company incorporated in Tanzania under the Companies Act 2002 of the laws of Tanzania of Postal Office Box number 20350, Dar-es-Salaam, (hereinafter referred to as "**the LESSOR**", which expression shall, where the context so admits, include its assignees, executors and other successors in title) of the other part.

AND

**INTIMATE PLACES LIMITED**, a limited liability Company incorporated in Tanzania under the Companies Act 2002 of the laws of Tanzania of Postal Office Box number 2747, Arusha (hereinafter referred to as "**the LESSEE**", which expression shall, where the context so admits, include its assignees, executors and other successors in title) of the other part.


**AND WHEREAS**, the **Lessor** has right of occupancy on all the property erected and being part of the premises including the **offices** and a piece of **land** measuring approximately 1 acre in size located to the north of the property, for the purpose of placing its storage container.

**AND WHEREAS** the **Lessor** has agreed to let the said **office unit** referred hereinabove on the terms and conditions hereinafter contained.

- A The **Lessor** has agreed to lease to the Lessee, the **office unit** and the **land**;
- B The **Lessor** and the **Lessee** have agreed that the lease of the **unit** and the assets therein shall be subject to the terms and conditions stipulated under this Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSETH as follows:**

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Certified True Copy of the Original  
Sign:  Date: 04/08/2020  
E. M. S. Silayo  
Advocate, Notary Public and  
Commissioner for Oaths

**1) TERM OF THE TENANCY**

The period of tenancy herein referred to as the "Contractual Period" shall be **For two years starting from the 1<sup>st</sup> day of August 2019.**

**2) RENT PAYABLE:**

- Effective **1<sup>st</sup> August 2019**, the Lessee shall pay monthly rent in the sum of **United States Dollars One Thousand One Hundred (USD. 1,100.00) plus VAT** payable quarterly in advance.
- Effective **1<sup>st</sup> August 2020**, the Lessee shall pay monthly rent in the sum of **United States Dollars One Thousand Three Hundred (USD. 1,300.00) plus VAT** payable quarterly in advance.

Payable Date	Description	Period	Amount Excl VAT
On Signing	Refundable Security Deposit	Vat not applicable as a security deposit	1,100
15th July 2019	Quarterly Rent	1st Aug '19 - 31st Oct '19	3,300
15th Oct 2019	Quarterly Rent	1st Nov '19 - 31st Jan '20	3,300
15th Jan 2020	Quarterly Rent	1st Feb '20 - 30th Apr '20	3,300
15th Apr 2020	Quarterly Rent	1st May '19 - 31st Jul '20	3,300
15th Jul 2020	Quarterly Rent	1st Aug '19 - 31st Oct '20	3,900
15th Oct 2020	Quarterly Rent	1st Nov '20 - 31st Jan '21	3,900
15th Jan 2021	Quarterly Rent	1st Feb '21 - 30th Apr '21	3,900
15th Apr 2021	Quarterly Rent	1st May '21 - 31st Jul '21	3,900

- a) The rent shall be subject to the deduction of withholding tax in accordance with the prevailing legislation. The **Lessee** shall deduct the required withholding tax and remit the same to the Tanzania Revenue Authority (TRA). Within **three (3) months** of the respective rent's due date, the **Lessee** shall provide the **Lessor** with an original copy of the duly completed and TRA stamped **Withholding Tax Certificate**. Failure on behalf of the **Lessee** to provide the **Lessor** with the legitimate **Withholding Tax Certificate** within the timeframe prescribed herewith; the **Lessee** shall be liable to pay immediately to the **Lessor** the corresponding amount in real currency.
- b) Late payment, and/or provision of Withholding Tax Certificates, may attract administrative penalties of **2% per month** on overdue amounts (including withholding tax amounts).
- c) The **Lessee** shall be required to deposit one month rent with the **Lessor**. The one month rent deposit, minus any charges for reparations, shall be refunded by the **Lessor** to the **Lessee** immediately upon the **Lessee** vacating the **unit**.

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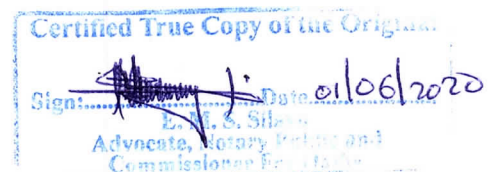
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Sign: *[Signature]* 01/08/2020  
E. M. A. Sili  
Advocate, Notary Public and  
Commissioner for Trade

- d) Rent payable shall be reviewed **at the end of the contract agreement period.**
- e) The rent includes the following:
- 24/7 security
  - TANESCO electricity up to the value of TZS 250,000 per month
  - 65 hours generator back up per month
  - Parking for up to 10 vehicles/trucks
  - Placement of up to 2x20" (twenty foot) containers and up to 2x40" (forty foot) containers on the land

**3.0 THE LESSEE HEREBY COVENANTS WITH THE LESSOR as follows:**

- (a) To pay the rent reserved herein in the manner and upon the dates herein agreed.
- (b) To be solely responsible for payment of Stamp Duty and provide proof of payment thereof
- (c) Not (without the previous consent in writing of the **Lessor**) to make any alterations or additions to the said premises or to cut or injure any walls, structures, or timbers thereof.
- (d) To maintain the said premises, including all additions thereto, fixtures, doors, windows, locks, sanitary, water apparatus, electric wiring, et cetera, in clean and sanitary conditions at all times, good repair and tenable condition and allowing for fair wear and tear.
- (e) Not to deliberately nor negligently destroy, deface, damage or remove any part of the premises or its fixtures, and mechanical systems or deliberately or negligently permit any person to do so. Where there is damage to the said property, which is as a direct result of conduct by the **Lessee** and its visitors or servants not reasonably expected as normal wear and tear, **Lessee** shall repair such damage at its own expenses. Upon **Lessee's** failure to make such repairs, after reasonable written notice by the **Lessor**, **The Lessor** may cause such repairs to be made and **Lessee** shall be liable for the expenses incurred by the **Lessor**.
- (f) Not to keep or permit to be kept on the said premises any materials dangerous or explosive nature or the keeping of which may contravene any statutes or local regulations or bylaws or to carry on or do anything

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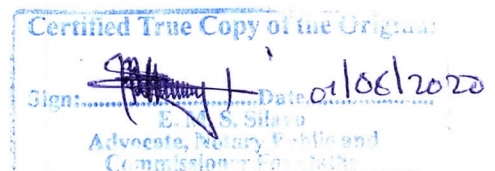
that may constitute a nuisance of public or private nature or be a cause of disturbance or annoyance, or danger to neighbours, or public.

- (g) To permit the **Lessor** or its agents or servants by reasonable prior notice, and at all reasonable hours to enter and view the condition of the said premises and in the event of any repairs being necessary to carry the same out within one month of receiving a notice to do so and certainly prior to vacating the premises (subject to the same being the **Lessee's** responsibility).
- (h) Not to do or permit or suffer to be done anything whereby any insurance of the said premises against loss or damage by fire in or other risks covered by the **owner's** insurance policy may become void or avoidable or whereby the rate of premium for such insurance may increase and in such case to reimburse the **Lessor** all such excess premium and to make good any losses suffered due to non-coverage of such occurrences.
- (i) To yield up peaceably the said premises to the **Lessor** or its agent or nominee at the expiration of the fixed term aforesaid in good and tenantable repair and condition in accordance with the covenants herein before contained allowing for normal wear and tear.
- (j) To give a notice of at least three months before the expiry of the term hereby created to the **Lessor** expressing its (**Lessee's**) intention whether or not to renew the lease for a further term.

**4.0 THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:**

- (a) To ensure all existing and future land rent taxes and outgoing in respect of all said premises are paid.
- (b) To keep insured, at the **owner's** discretion, the said premises against loss or damage by fire or such other risk as are commonly insured in Tanzania. In case the premises are damaged by fire, water, thunderstorm etc., and becomes temporarily or permanently unfit for human habitation the **Lessor** shall repay the rental for the concerned period provided the Lessee has vacated upon the happening of such an event

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- (c) To maintain external and core areas of the premises in good condition. i.e. roofs, structures, water/electrical supply from municipality, electric fence. Power meters, transformers, pathways, walkways, roads, parking area and gates.

## 5.0 EVICTION

Any failure by the **Lessee** to pay rent or other charges promptly when due shall constitute default herein under and permit **Lessor** at its option to terminate this tenancy upon seven days written notice to **Lessee**. Failure to comply with any other material term or condition herein shall also constitute a default and permit **Lessor** at its option to terminate this tenancy upon a thirty days (30 days) written Notice to **Lessee**. Upon such terminations, all Leasehold rights of **Lessee** under this Agreement shall be forfeited and **Lessee** shall surrender possession.

## 6.0 INSURANCE

The **Lessor** shall not take any liability for stolen personal belongings or company property that are a direct result of robbery or mugging within or around the property.

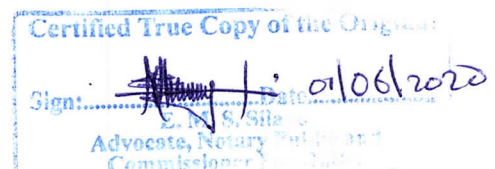
The **Lessor** will not take responsibility for events, which are unforeseeable, force majeure and ones that are too erroneous due to the fault of the **Lessor** or **Lessee**.

It is the **Lessee's** responsibility to insure all its personal belongings and company property in the said property against fire, allied, theft, destruction amongst others and the **Lessor** is not responsible for compensation of any loses to the **Lessee's** belongings during or after the termination of tenancy.

## 7.0 FIRE AND OTHER CASUALTY

If the premises shall be destroyed by fire or other casualty, or shall be so damaged that the **owner** decides that repair is not warranted economically, then this lease shall terminate, and rent for the period in which said premises is not habitable shall not be owed. If the premises shall become partially

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inhabitable on account of fire or other casualty, than a just, proportionate part of the rent shall be abated until the premises have been restored to their former condition. If utilities cease for any cause not within control of **Lessor**, the obligation of **Lessee** under the term of this lease shall not be affected thereby, nor shall any claim against the **Lessor** accrue to **Lessee** by reason thereof.

**8.0 TERMINATION OF AGREEMENT**

This Agreement is for a two year period of time. However, if due to unforeseeable circumstances, **either party** can terminate the Agreement with **three (3) months** written notice.

Also, if **either party** breaches any of the terms and conditions of the agreement **either party** can terminate the Agreement with one (1) month notice.

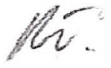
Upon termination of this agreement, The **Lessee** shall vacate the Premises, remove all personal property belonging to it, return all keys and leave the premises as clean as it found it. If the **Lessee** fails to leave the premises upon termination, the **Lessor** will have the right to enter the premises, remove the **Lessee's** belongings and store the goods elsewhere at the **Lessee's** cost. In addition, the **Lessor** will have the right to refuse the **Lessee** entry into the property.


**9.0 EXPIRATION OF LEASE AND NOTICE TO MOVE**

Upon expiration of lease, **The Lessee** is required to sign another contract to continue its tenancy.

**11.0 LIABILITY**

Each **Lessee** signing this lease shall be jointly and severally liable to **Lessor** for all obligations arising under this lease.




Certified True Copy of the Original  
Sign:  Date: 01/06/2020  
E. M. S. Silayo  
Advocate, Notary Public and  
Commissioner of Justice

**12.0 PROVIDED ALWAYS THAT IT IS HEREBY MUTUALLY AGREED AND DECLARED AS FOLLOWS:**

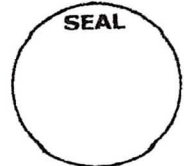
- (a) That if the rent hereby reserved or any part thereof shall at any time be in arrears and unpaid for twenty one days after the same shall have become due (whether formally or legally demanded or not) or if the Lessee shall at any time fail or neglect to perform or observe any of the covenants and obligations herein contained and its part to be performed and observed and after giving 7 days notice in writing the **Lessor** shall be entitled to re-enter and take possession of the premises without prejudice to any antecedent or other claims that either party shall have against the other.
- (b) Any dispute or difference between the parties to this Agreement arising from or in connection with this agreement shall first be settled amicably by the parties, failing of which the matter may be referred to arbitration as provided for by the Arbitration Ordinance Cap. 15 of 1931 of the laws of the United Republic of Tanzania or in any other statutory modification thereon or enactment or by any other mode of arbitration as agreed by the parties hereto.
- (c) All matters arising from or in connection to this Lease Agreement shall be governed and construed in accordance with Tanzanian Laws.



Certified True Copy of the Original  
Sign:  Date: 01/06/2020  
E. M. N. Silaya  
Advocate, Notary Public and  
Commissioner of the High Court

IN WITNESS WHEREOF the Parties hereto have duly executed these Lease Agreement on the date and year first hereinafter written in the following manner:

SEALED with the COMMON SEAL  
Of TAKIMS HOLIDAYS TOURS AND SAFARIS LIMITED  
and DELIVERED in our presence this 5<sup>th</sup> day of July 2019



LESSOR

Full Name: RIYAZ TAKIM Full Name:

Signature: [Handwritten Signature] Signature:

Postal Address: P.O. Box 20350, Dar-es-Salaam Postal Address: P.O. Box 20350,

Dar-es-Salaam

Designation: Director

Designation: Director



Takims Holidays Tours & Safaris Ltd.  
P. O. Box 20350 - Mtendeni Street  
Tel: +255 22 2110346/7/8  
Dar es Salaam

SEALED with the COMMON SEAL  
Of INTIMATE PLACES LIMITED.  
and DELIVERED in our presence this 5<sup>th</sup> day of July 2019



LESSEE

Full Name: MARC LAUREN Full Name:

Signature: [Handwritten Signature]

Signature:

Postal Address: P.O. Box 2747 Postal Address:

Designation: MANAGING DIRECTOR

Designation:

[1]

Certified True Copy of the Original  
Sign: [Handwritten Signature] Date: [Handwritten Date]  
E. M. S. Silayo  
Advocate, Notary Public and  
Commissioner For Oaths