

## LEASE AGREEMENT

THIS AGREEMENT is made the 1<sup>st</sup> day of September 2022.

BETWEEN Michael Ghazi of P.O. Box 113 IRINGA, (hereinafter called the 'Landlords' which term shall include their personal representatives and assigns) of the one part AND Tropic Helicopters Ltd of P.O. Box 7323, Dar Es Salaam, (hereinafter called the 'Tenant' of the other part).

### WHEREAS:

1. The landlords are the registered owners of ALL THAT piece of land known, consisting of 5 acres, as shown on the attached plan, within LR LON 5262 ARUMERU DISTRICT, title number 19199, variation number 18298.
2. which for the purpose of this Agreement is referred to as the Premises
3. The Full details of the Tenant are as follows:  
Full Name: Tropic Helicopters Ltd  
Telephone No: +254727992820  
Email Address: ben@tropicairenkenya.com  
Postal Address: P.O. Box 7323, Dar Es Salaam

### NOW IT IS HEREBY AGREED AS FOLLOWS:

That this agreement, whereby the landlords shall let with vacant possession and the Tenants shall take the premises, shall endure for a minimum period of **thirty six (36) months** and thereafter until terminated or not less than 6 months written notice given by either party to the other.

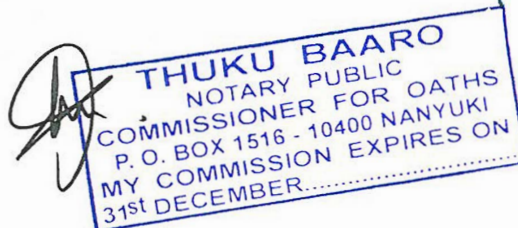
### IT IS HEREBY AGREED BETWEEN THE LANDLORDS AND THE TENANTS

1. The rent of the said premises shall be US Dollars USD 2000 \$ per calendar month which shall be payable in quarterly instalments in advance and upon the commencement of operations
2. The Landlord is responsible for:
  - 2.1. The provision of both power and water to the premises
  - 2.2. Site security
3. The Tenant will be responsible for:
  - 3.1. Paying for any charges applicable to the consumption of both power and water on the premises
  - 3.2. To keep the property and any effects that the landlords may have thereon adequately insured against fire, earthquake, burglary and force majeure situations and to make available to the lessee a copy of any insurance policy covering the said property if so required
  - 3.3. Abiding by governmental statutory requirements
  - 3.4. To dispose of garbage in accordance with the estate disposal regulations

Signed by tenant:



Signed by Landlord:



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4. The landlords retain the right to enter onto the premises to carry out inspections but will first obtain the permission of the Tenants, such permission not to be unreasonably withheld and the Tenants will also during the last two months of the tenancy permit any person or persons to enter and inspect the premises at reasonable times upon production of an order to view from the landlords or his authorised agents.
5. If the rent shall at any time during the tenancy become more than fourteen days in arrears whether legally demanded or not or if the lessee shall fail to perform or observe any of the covenants contained herein then the landlords shall retain the right to terminate the tenancy and assume possession of the premises immediately and take whatever action, he thinks fit to recover the arrears of rent.
6. Upon the land being changed to class 'P' category Tropic Air shall pay the difference between the current land rates and category 'P' land rate and recognizes that changes and increases in statutory rates are out of the control of the landlord. The landlord will pay the appropriate land rates and claim reimbursement from the tenant.
7. If the Tenants or the landlords as the case may be, after notice in writing given to him/her by the other party requiring him/her to carry out any work or repair for which he/she is lawfully liable hereunder, shall fail to commence and diligently proceed with such works and the cost thereof shall be debt due from the other party and be forthwith recoverable by action.

IN WITNESS WHEREOF the parties have hereunto set their hands this 1<sup>st</sup> day of Two Thousand and Twenty Two

SIGNED by the said LANDLORD

Michael Ghau  
in the presence of :

*[Handwritten signature]*

SIGNED by the said TENANT

BEN SIMPSON  
Tropic Helicopters Ltd  
in the presence of :

*[Handwritten signature]*



*[Handwritten signature]*  
**THUKU BAARO**  
 NOTARY PUBLIC  
 COMMISSIONER FOR OATHS  
 P. O. BOX 1516 - 10400 NANYUKI  
 MY COMMISSION EXPIRES ON  
 31<sup>st</sup> DECEMBER. *21/05/2022*  
*LS14/2022/674*

Signed by tenant *[Handwritten signature]* Signed by Landlord *[Handwritten signature]*