

LEASE AGREEMENT

THIS AGREEMENT is made the 1st day of September 2022.

BETWEEN Michael Ghau 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@tropicairkenya.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 twenty-four (24) months and thereafter until terminated on 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:

LEASE AGREEMENT

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 1st day of Two Thousand and Twenty Two.

SIGNED by the said LANDLORD

Michael Ghau
in the presence of :

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) 
)
)

SIGNED by the said TENANT

BEN SIMPSON
Tropic Helicopters Ltd
in the presence of :

)
) 
)
)
)
)

Signed by tenant:  Signed by Landlord:  2

TANGANYIKA

The land Registration Ordinance (Cap. 334 of the Laws)



RIGHT OF OCCUPANCY

CERTIFICATE OF TITLE TO LEASEHOLD LAND


This is to certify that the annexed ^{Certified true copy of} Certificate of Occupancy dated

the **Sixteenth** day of **December**, 1930

is registered in the Land Registry under Title No. 19199

Copies of the subsisting entries in the register are within

Dated the **First** day of **June**, 2005


Asst. Registrar of Titles

Title No. 19199

Description of registered land

ALL THAT piece or parcel of land situated on the East Bank of the Maji ya Chai River in the District of Arumeru containing approximately Fifty eight point four (58.4) Acres as delineated and edged in red on the plan annexed to this Certificate of Occupancy.

SUBJECT: to the conditions contained in the certified true copy of the certificate of occupancy attached hereto.

SUBJECT: to Section 88 as to survey.

ENTRIES IN THE REGISTER
TITLE NO. 19199

No. 18298 Registered 01-07-2005 at 1.00P
To MIKE AND DEBBIE GHAUL of P.O. Box 113,
IRINGA as Tenants in Common in equal
Shares. - registered as owner.



Asst. Registrar of Titles

No.....Registered.....at.....m
To.....

Asst. Registrar of Titles

No.....Registered.....at.....m
To.....

Asst. Registrar of Titles

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Asst. Registrar of Titles

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To.....

Asst. Registrar of Titles

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999 (No. 4 of 1999)

APPROVAL OF CHANGE/VARIATION OF CONDITIONS OF A RIGHT OF OCCUPANCY (Under Section 35(b))

Title No. N.P 18, 16236, 16237, 16238,
16784, 16785, 17142, 17548, 17958,
17959, 17960, 17961, 17962, 18066,
18067, 18164, 18165, 18166, 18167,
18168, 18169, 18170, 18171, 18376,
18377, 18378, 18379, 18431

FD. No. 14149

I, **NICODEMUS JOHN HILLU** Authorized Officer of P.O. Box **3083, Arusha. HEREBY APPROVE** to the following change/Variation of the conditions of the right of occupancy registered under the above reference.

That, **the term of 99 years which ends on 26/9/2028** appearing in the condition of the certificate of occupancy be **varied/renewed for 99 years w.e.f. 1.7.2002**. This variation has to extend to other titles which arised as metioned above and those which would arise thereafter.

.....
AUTHORISED OFFICER

Date: 27/2/2002

Copy: Commissioner for Lands,
P.O. Box 3092,
Dar es Salaam
" The Registrar of Titles
P.O. Box 190,
Moshi
" B.C.W. Holdings Ltd, Ltd.
P.O. Box 1156,
Arusha.

ERV No. 21413533 Td 2000p
Dated 08.12.2004

LAND FORM No. 35
THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999
(No. OF 1999)

TRANSFER OF RIGHT OF OCCUPANCY
(Under Section 62)

NP 18 (Part of)
L.O. NO. 5262

IN CONSIDERATION OF Tshs.32, 120,000/= (THIRTY TWO MILLION ONE HUNDRED AND TWENTY THOUSAND TANZANIA SHILLINGS)WE, BCW Holdings Limited of Box 21 USA RIVER hereby transfer to MIKE AND DEBBIE GHAUI of P.O. Box 113 IRINGA THE right of Occupancy containing 58.4 acres as delined and edged RED on the plan registered under the above right of occupancy with equal share.

SEALED with the Common SEAL of the
Said BCW Holdings Limited in the presence of us
This 19th Day of October 2004

Signature: [Handwritten Signature]
Postal Address: Box 988 Arusha
Qualification: DIRECTOR

BCW HOLDINGS LIMITED
TRANSFEROR

Signature: [Handwritten Signature]
Postal Address: P.O. BOX 13 USA RIVER
Qualification: DIRECTOR

Signed and Delivered by the said
MIKE AND DEBBIE GHAUI
In the presence of us this 19th
Day of October 2004

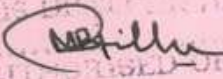
[Handwritten Signature]
TRANSFEEE

Signature: [Handwritten Signature]
Postal Address: COLMAN NGALO
Qualification: ADVOCATE
NOTARY PUBLIC & COMMISSIONER FOR OATHS..
P. O. Box 3003 - ARUSHA

[Handwritten Signature]
TRANSFEEE

Stamp Duty on Original and Duplicate Titles 29,940/-
Paid Vide ERV No. 22510809
Date 23-6-05

Consent fees Tshs. 5,000/-
Paid Vide ERV No. 22510809
Date 23-6-05

In Exercise of the Powers vested in me under Section 37 of the Land Act No. 4 of 1999 I, N. H. M. As Assistant Officer here by approve this document.

Assistant Officer
Date 23/6/2005

FILED DOCUMENT No. 18298
REGISTERED ON 01-7-2005
at 1:00 P. m.

Asst. Registrar of Titles



Stamp Duty Shs. 200/- Paid
and Revenue Receipt No. 22510809
of 23-6-2005 Issued.

Asst. Registrar of Titles

Stamp Duty Shs. 29,040/- Paid
on Original Revenue Receipt No. 22510809 of 23-6-2005

Asst. Registrar of Titles

LAND REGISTRY, MOSHI

TRANSFER PART OF 13 ACRES

Filed Document No. 18221

Date of registration 16-6-2005 time 8:30 A.M

To TAZAMA KARIBU of P.O. Box 9171, Dares Salaam (CONS. TSHS. 7,150,000/2)

CT. No. 19100 Issued

Asst. Registrar of Titles

LAND REGISTRY, MOSHI

TRANSFER PART OF 20 ACRES

Filed Document No. 18225

Date of registration 16-6-2005 time 8:30 A.M

To UPEPO NZURI of P.O. Box 2651, Dares Salaam. (CONS. TSHS. 11,000,000/2)

CT. No. 19104 Issued

Asst. Registrar of Titles

LAND REGISTRY, MOSHI

TRANSFER PART OF 13 ACRES

Filed Document No. 18222

Date of registration 16-6-2005 time 8:30 A.M

To HAROHARRI HOLDINGS (T) LIMITED of P.O. Box 2651, Dares Salaam (CONS. TSHS. 7,150,000/2)

CT. No. 19101 Issued

Asst. Registrar of Titles

LAND REGISTRY, MOSHI

TRANSFER PART OF 30 ACRES

Filed Document No. 18226

Date of registration 16-6-2005 time 8:30 A.M

To KIKUNDI KUMI LIMITED of P.O. Box 2651, Dares Salaam (CONS. TSHS. 16,500,000/2)

CT. No. 19105 Issued

Asst. Registrar of Titles

LAND REGISTRY, MOSHI

TRANSFER PART OF 20 ACRES

Filed Document No. 18223

Date of registration 16-6-2005 time 8:30 A.M

To MONDUNET (TZ) LIMITED of P.O. Box 21, USA-RIVER (CONS. TSHS. 11,000,000/2)

CT. No. 19102 Issued

Asst. Registrar of Titles

LAND REGISTRY, MOSHI

TRANSFER PART OF 28 ACRES

Filed Document No. 18227

Date of registration 16-6-2005 time 8:30 A.M

To ALEX RECHSTEINER 1/2 SHARE To SASKIA RECHSTEINER 1/2 SHARE both of P.O. Box 13286, ARUSHA. (CONS. TSHS. 14,000,000/2)

CT. No. 19106 Issued

Asst. Registrar of Titles

LAND REGISTRY, MOSHI

TRANSFER PART OF 10 ACRES

Filed Document No. 18224

Date of registration 16-6-2005 time 8:30 A.M

To KIFARU MCHEKATI LIMITED of P.O. Box 21, USA-RIVER (CONS. TSHS. 5,500,000/2)

CT. No. 19103 Issued

Asst. Registrar of Titles

LAND REGISTRY, MOSHI

TRANSFER PART OF (58.4 ACRES)

Filed Document No. 18298

Date of registration 01-7-2005 time 1:00 P.M

To MIKE AND DEBBIE GHAI of P.O. Box 113, IRINGA as Tenants in Common in equal shares (CONS. TSHS. 32,120,000/2)

Asst. Registrar of Titles

Asst. Registrar of Titles

CERTIFIED TRUE COPY

Date 01-7-2005

