

LEASE AGREEMENT

BETWEEN

JULIUS EMMANUEL MKODO

AND

ONA SAFARI LIMITED

DRAWN BY:

CEDAR HOLDINGS LIMITED

PLOT NO. 49, BLOCK II, INGIRA ROAD

P.O. BOX 673, ARUSHA. info@cedarholdings.co.tz

THIS LEASE AGREEMENT is made thisst01.....day ofSeptember.....2023.

BETWEEN

JULIUS EMMANUEL MKODO, a natural person whose address is Post Office Box 11059, Arusha, Tanzania (hereinafter called "the Lessor" which expression shall, where the context so admits, include their successors and assigns in the title) of the one part.

AND

ONA SAFARI LIMITED, a juristic person whose address is Post Office Box 11059, Arusha Tanzania (hereinafter called "the Lessee" which expression shall where the context so admits, include its successors and assigns in the title) of the other part.

AND

WHEREAS, the Lessor is the owner of the premises situated at Mateves, Olmoti Ward, Mlimani Street within Arusha city and Region in Tanzania, with 4000 square meters together with all present and future developments thereon and wishes to sub-lease the same to the Lessee;

AND WHEREAS the Lessee is desirous to lease from the Lessor the said Demised Premises together with its development therein (hereinafter referred to as the "Demised Premises");

WHEREAS, the Lessor has agreed to let a portion of the said Demised Premises be used as a campsite to the Lessee for a term of Five Years which is renewable in the manner hereinafter appearing;

NOW, THEREFORE, the Parties hereto, for and in consideration of the terms, covenant, and agreements contained herein, agree as follows:

PART 1: SPECIFIC PROVISIONS

GRANT OF LEASE AND ASSIGNED PREMISES

The Lessor, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Lessee, and the Lessee does hereby lease and

take from the Lessor the property Situated Mateves, Olmoti Ward, Mlimani Street within Arusha city Arusha, Tanzania and by reference made a part hereof (the "Leased Premises"), together with, as part of the parcel, all improvements located thereon. The assigned premises shall be placed at the disposal of the Lessee as designated and in its condition from the date of signing this Agreement.

LEASE TERM

The term of this Lease shall begin on the Commencement Date, as defined in Clause 2.2, whereas the Lessee initially agrees to commit to lease the property for a renewable period of Five Years provided that this agreement is renewed after every Five Years.

The "Commencement Date" shall be the^{01st}..... day of^{September}....., 2023.

DETERMINATION OF RENT AND MODE OF PAYMENT

The Lessee agrees to pay the Lessor and the Lessor agrees to accept, during the term hereof, at such place as the Lessor shall from time to time direct by notice to the Tenant, rent payable at a monthly rate of USD (\$2,000.00).

The above-mentioned monthly rent shall be paid at a monthly rate.

UNDERTAKING BY THE LESSEE

The Lessee undertakes to:

1. Pay all monies required for rent and taxes at the required times and in the manner aforesaid. Be responsible for the maintenance and cleanliness of the Premises and its surroundings including the fixtures and fittings within the Premises and is thus restricted from negligently or intentionally causing damage or destroying any property in respect of the rented Premises which is the subject matter of this Agreement.
2. The Lessee shall pay for all electricity, light, heat, gas, power, fuel, janitorial, and other services incident to the Lessee's use of the Leased Premises.
3. Hand over the said premises back to the Lessor in the same condition in which the premises were handed over to him, together with any agreed improvements thereto.
4. That the Lessee shall be responsible for the security of the Premises and its properties within the allocated premises.
5. The Lessee may sub-lease the Premises to another party but with prior consent from the Lessor.
6. Develop and use the said land in accordance with the governing rules and regulations for the purpose categorized in this Lease Agreement.

7. Permit the Lessor and the agents to examine the Leased Premises at reasonable times to enter the Leased Premises to inspect such repairs, improvements, alterations, or additions thereto as may be required under the provisions of this Lease.
8. To bear the cost of payment for Stamp Duty, if applicable, for this agreement.
9. To comply with all Statutes, Acts, Proclamations, Orders, Rules, Regulations, Bylaws, and requirements of all municipal and state now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by the Lessee.
10. The Lessee may at its discretion install its own security measures at its own cost.
11. The Lessee may also engage its own service providers for the development of the said property.

UNDERTAKING BY THE LESSOR

The Lessor undertakes to:

1. From the date of signing this Agreement, the Lessor shall hand over the premises to the Lessee and shall thereafter be expected to allow the Lessee to peaceably enjoy possession of the Premises without any encroachment from the Lessor in the entire duration of this Agreement.
2. Make all repairs and improvements to the assigned premises as considered necessary for it to be in a reasonably well-habitable condition for the efficient and effective operation of the Lessee before handing over the premises to the Lessee.
3. To protect the Lessee from any attachment and/or eviction by creditors or bear all costs arising from such attachment and/or eviction.
4. During the continuance of the said term to keep the exterior portions of the said premises in good and habitable condition and remedy any major or structural fault or faults of construction affecting the convenient and proper use or occupation both internally and externally provided that such faults are not attributable to neglect on the part of the Lessee his agents or employees.
5. The Lessor covenants and agrees that upon the Lessee promissory consideration and observing and performing all of the terms, covenants, and conditions on the Lessee's part to be observed and performed hereunder, the Lessee may peaceably and quietly have, hold, occupy, and enjoy the Demised Premises in accordance with the terms of this Lease without hindrance or molestation from the Lessor or any persons lawfully claiming through the Lessor.
6. The Lessor has full right and lawful authority to execute this Lease for the term, in the manner, and upon the conditions and provisions herein contained; that there is no legal impediment to the use of the Leased Premises as set out herein; that the Leased Premises are not subject to any easements, restrictions or similar governmental regulations which prevent their use as set

out herein.

TERMINATION OF THE AGREEMENT

Either party may, by giving Thirty (30) days written notice, terminate this Agreement.

Upon termination of this contract, the Lessee shall be liable for payment of any outstanding monies due.

7.0 RENEWAL OF THE CONTRACT

The Lessee shall give the Lessor written notice of at least one month before the expiration of the term created for the renewal of the lease and if there shall then be no breach or non-observance of any of the covenants on the part of the Tenant and if the space will still be available for leasing, then the parties will negotiate and agree on another term which shall commence at the expiration of the current term at a consideration to be agreed upon by the parties.

8.0 DISPUTE SETTLEMENT AND ARBITRATION

The parties shall use their best efforts to settle all disputes arising out of or in connection with this agreement or the interpretation thereof. Any dispute between the parties that cannot be settled amicably within forty-five (45) days after receipt of such amicable settlement may be submitted by either party to arbitration in accordance with the laws of the Government of the United Republic of Tanzania.

9.0 NOTICES

All notices and other communications or demands to be given or made by either party hereto to the other party in pursuance of this Agreement shall be in writing and given or made by prepaid, registered certified, or recorded delivery mail or by telefax or by personal delivery to be acknowledged in writing by the recipient.

10.0 MODIFICATION

Modification of the terms and conditions of this agreement may be made by written agreement between the parties, each party shall give due consideration to any proposal for modification made by the other party.

11.0 ENTIRE AGREEMENT

This instrument contains the entire and only agreement between the parties, and no oral statements

representations, or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be modified in any way except by a written document executed by both parties.

12.0 INVALIDITY OF ONE OR MORE PROVISIONS

In the event at any time any other or more of the provisions of this Agreement become or is otherwise found invalid, illegal, or unenforceable in any respect of any jurisdiction and under any applicable law, the validity, legality, and enforceability of the remaining provisions hereof shall in no way be affected or impaired, save where otherwise provided in this Agreement or where the invalidity affects the essential obligations of the parties to this contract.

13.0 FORCE MAJEURE

Neither party shall be liable to the other for inability to perform or delay performance in terms of this agreement, should that inability or delay arising from any cause beyond the reasonable control of such party, provided that the existence of such cause has been drawn to the attention of the other party within a reasonable time of occurrence of such cause a (hereinafter referred to as "force majeure"). For the purpose of this clause, a force majeure event shall, without limitation of the generality of the foregoing, be deemed to include strikes, lockouts, accidents, fires, explosions, theft, war, (whether declared or not), invasion, ex or foreign enemies, hostilities rights, civil insurrection, flood, earthquake, lightening, act of local or national government martial law or any other cause beyond the reasonable control of the party affected.

14.0 GOVERNING LAW

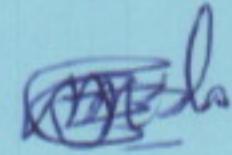
All matters pertaining to this agreement (including its interpretation, application, validity, performance, and breach) in whatever jurisdiction action may be brought, shall be governed by, construed, and enforced in accordance with the laws of the United Republic of Tanzania.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement in the manner and on the days and years hereinafter appearing.

SIGNED and DELIVERED by the said JULIUS MKODO

who is known to me/identified to me by.....

the latter known to me personally in my presence this 01 day of September 2023

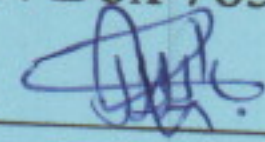


LESSOR

BEFORE ME:

Name: Lillian Lembris Justo

Address: P. O. Box 785, Arusha

Signature: 

Designation: Commissioner for Oaths



SEALED and DELIVERED by the

Common Seal of ONA SAFARI LIMITED

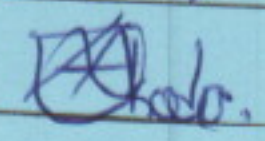
this 01 day of September 2023



ONA SAFARI Ltd.
P.O. Box 11059
Arusha - TANZANIA
Email: info@ona-safari.com
Mobile: +255 (784) 451080
www.ona-safari.com

Name: ERICA MKODO

Address: P.O. Box 11059, ARUSHA


Signature: 

Designation: COMPANY SECRETARY

BEFORE ME:

Name: Lillian Lembris Justo

Address: P. O. Box 11059, Arusha

Signature: 

Designation: Commissioner For Oaths

