

**SUB-LEASE AGREEMENT**

**Between**

**ARUMERU RIVER LODGE LIMITED**

**(The Lessor)**

**And**

**MOUNT KILIMANJARO SAFARI CLUB, INC**

**(The Lessee)**

*Amos*

## SUB-LEASE AGREEMENT

**THIS AGREEMENT** is made this 1<sup>st</sup> day of **November** in the year **2020**.

**Between**

**ARUMERU RIVER LODGE LIMITED** of P.O. Box 46 Arusha, Tanzania (hereinafter referred to as the **LESSOR**, which expression shall include his successors and assign), on one part;

**AND**

**MOUNT KILIMANJARO SAFARI CLUB, INC** of P.O. Box 23301 Arusha, Tanzania (hereinafter referred to as the **LESSEE**, which expression shall include his successors and assign), on the other part.

**WHEREAS**, the **LESSOR** is the holder of right of occupancy under derivative right for **Plot No 1 Block "C"** situated at Usa River Area in Arumeru District (hereinafter referred to as 'PROPERTY') granted by the Tanzania Investment Centre (TIC).

**WHEREAS**, the **LESSEE** has already built an office on the said property that is leased to the Lessor by TIC, subsequently the Lessee has a right to use the Property for not less than 90 years. Henceforth the Lessor has agreed to Sub-let the said Property to Lessee with discounted rates.

**WHEREAS**, the **LESSEE** is allowed to build on the land, office, store and garage.

**AND WHEREAS**, the **LESSOR** is desirous to sub-lease the said Property to the Lessee subject to TIC approval for a period of two years renewable for office purpose. The Lessor hereby agree to sub-lease the said property described in hereinabove to the Lessee for a period of two Years renewable commencing from 1<sup>st</sup> November 2020 subject to the following conditions to which the aforesaid Lessee has agreed.

**NOW THEREFORE THIS AGREEMENT WITNESSETH THE FOLLOWING:**

### 1. Interpretation

**Agreement:** shall mean this Sub-lease contract entered by the parties.

**Parties:** shall include both the Lessor and Lessee.

**Property:** shall mean subject of the this Sub-lease Agreement which is Plot No 1 Block "C" situated at Usa River Area in Arumeru District.

### 2. General terms

- i. The Lessor has the necessary power to enter into this Agreement and perform its obligations under this Agreement.
- ii. The property to be Sub-leased is **Plot No 1 Block "C"** situated at Usa River Area in Arumeru District with Certificate of Title **No 65134/1**

- iii. The lease shall be for a period of two years from the date of signing this Agreement with an option of automatic renewal.
- iv. The lessee shall use the said property for office purposes

### **3. Rent**

4.

Both parties agree that rent to be is 5,000 \$ per month making a total of 60,000\$ per year. The amount shall be payable to ARUMERU RIVER LODGE at the begin of each month from the 1<sup>st</sup> of November 2020.

Due to COVID 19 which has affected badly our activities and our turnover, we both agreed for a rent of 1,000 \$ by month until the economic situation is restored.

### **5. The lessee obligations**

- i. Lessee guarantees to pay the rent as aforesaid on the days and in the manner aforesaid.
- ii. Lessee shall use the property for office purposes of the Lessee.
- iii. Lessee shall not sub-let, transfer, assign or part any part of the property without consent of the Lessor.
- iv. Lessee shall permit the Lessor, his servants, employees or agents duly authorized by him to enter into and upon the demised premises at all reasonable times.
- v. Lessee shall not do anything which may or can be a nuisance or annoyance to the Lessor.

### **6. The lessor obligations**

- i. Lessor shall pay rates, taxes, assessment, duties, impositions, outgoings and burdens whatsoever payable to local or other authority which may at any time or from time to time during the term hereby created be imposed or charged upon the property.
- ii. Lessor shall allow the lessee peaceful and quietly possession of the said property during the term without any interruption, disturbance, claim and demand by the Lessor or any person lawfully claiming under or trust for the Lessor.
- iii. The Lessor covenant that at no point in time shall the Lessors revoke, cancel, terminate and or modify any or all of the covenants herein contained and shall not transfer or cause to be transferred any part or rights in respect of the said Land to third parties.

### **7. Notices**

Any notice to be given under this Sub-lease Agreement may be given by sending the same by post, by the quickest mail available, by hand, by telex; fax addressed to the party concerned at its official address.

### **8. Renewal and termination**

- i. At the option and with mutual agreement between the parties, the Agreement shall be subjected to automatic renewal after expiration of term. A written notice of intention to continue leasing for the next term shall be given to the Lessor by Lessee not later than sixty days prior to the expiration of the then current term.
- ii. The lease maybe terminated by either parties by mutual consent.

### **9. Dispute Resolution**

Any Dispute arising from or in connection with this Sub-lease shall be resolved amicably by parties hereto within 30 days from the days when the aggrieved party informs the other party in writing of the dispute failing which the aggrieved party may refer the dispute to arbitration. The decision of the arbitrator shall be final and conclusive.

**10. Governing law**

This Agreement shall be governed by and construed by the Laws of the United Republic of Tanzania.

**11. Miscellaneous clause**

- i. This Agreement constitutes the entire contract between the parties with regard to the matters dealt with in the said Agreement and no representation; term of warranties not contained herein shall be binding on the parties.
- ii. The recitals and to this Agreement shall be considered an integral part of this Agreement.

**IN WITNESS WHEREOF** the parties have hereunto set their respective hands on the date hereinafter appearing

**SEALED** with the Common Seal of the said  
**ARUMERU RIVER LODGE LIMITED**

**DELIVERED** in my presence

on this 4th day of November 2020

.....  
**SEAL**

Name: George Meing'Arrai Mollel

Signature: .....

Postal Address: .....

Qualification: DIRECTOR

**SEALED** with the Common Seal of the said

**MOUNT KILIMANJARO SAFARI CLUB, INC**

**DELIVERED** in my presence

on this 4th day of November 2020

Name: ...Yann Robert Mrazek

Signature: .....

Postal Address: .....

Qualification: DIRECTOR



Gmm