

**TENANCY AGREEMENT**

**BETWEEN**

**Abraham Smit & Louise Smit**

**AND**

**WILDERNESS WAYO LTD**

*Smit*

Certified True Copy of the Original  
Sign: *[Signature]* Date: *24/06/2022*  
FLORA ABDUL MUKASA  
Advocate, Notary  
Public & Commissioner for Oaths

## TENANCY AGREEMENT

THIS TENANCY AGREEMENT is made the 17th of June 2022

### BETWEEN

**Abraham Smit & Louise Smit** of La Mer, Sark, Guemsey, UK GY10 1SF. (hereinafter referred to as "the **LANDLORD**" which expression shall where the context so admits include the person for the time being entitled to the reversion immediately expectant on the expiration of the term hereby created) of the one part;

### AND

**WILDERNESS WAYO LTD**, Arusha, Tanzania (hereinafter referred to as the "**TENANT**" which expression shall include and extend to persons deriving title under the Tenant, her successors and assigns of the other part;

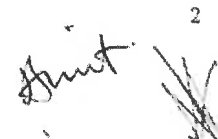
**WHEREAS** the Landlord is the beneficial owner of the house:

**Plot 1006, Ngorbob, Arumeru District, Tanzania.**

**AND WHEREAS** the Landlord has duly agreed to let to **WILDERNESS WAYO LTD**:

1. The old butchery with 1 office, stores and 3 rooms, the art studio with 2 rooms, the staff house with 2 rooms and all developments therein, from 1<sup>st</sup> July 2022 until 31<sup>st</sup> December 2022. (Hereafter referred to as "**demised property**") in accordance with relevant laws.
2. The family house with 4 bedrooms, including car port, from 1<sup>st</sup> July 2022 until 31<sup>st</sup> December 2022. (Hereafter referred to as "**demised property**") in accordance with relevant laws.

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

**1.0 TENANCY PERIOD**

- 1.1 This tenancy is for a period of **Six (6) months**. Effective from **1st day of July, 2022** with an option to renew the contract for another period to be agreed between the parties. The Tenant shall take possession and the Landlord shall give possession of the demised premise on the same day and date as the parties hereby agreed;
- 1.2 So long as the Tenant shall perform his obligations under this Agreement, the Tenant shall have the right to quiet enjoyment of the property for the term hereof without interruption by the Landlord or by any person claiming by, through, under or in trust for the Landlord;

**2.0 IT IS HEREBY AGREED** by the parties as follows:-

**2.1 RENT**

- 2.1.1 That, the agreed initial rent shall be United States Dollars one thousand one hundred and eleven, eleven cents only (\$1111.11) per month, and thereafter shall be reviewed in accordance with clause 2.2 below; from this amount, the Tenant will deduct 10% withholding tax to be paid directly to the Tanzania Revenue Authority as per Tanzania regulations.
- 2.1.2 That the Tenant will pay a rent of three (3) months in advance before using the demised premises and thereafter every three months in advance by the last day of the third month in respect of which advance rent has been paid;
- 2.1.3 That the rent should be credited to the Landlord's bank account in the United Kingdom.
- 2.1.4 That the Tenant is obliged to pay withholding taxes on the rent amount and provide the Landlord with the relevant withholding tax payment voucher for its records.

*Handwritten signature*

**2.2 Rent review**

2.2.1 The rent will be reviewed annually, any increase should be communicated to the Tenant at least 3 (three) months in advance. The increased amount, if any, shall be mutually agreed to by both parties.

**2.3 Utilities**

2.3.1 That the Tenant shall be responsible for paying the electricity; security; internet, and other utility bills as well as any other bill incurred as a result of the Tenant occupying the demised property for as long as this agreement is in effect. The Landlord shall forward to the Tenant any utility bill that is to the Tenant's account for the demised premise received through his address for prompt settlement by the Tenant;

2.3.2 The Tenant shall employ two employees that were previously employed by the Landlord, named by the Landlord, at the same salary level, or greater.

2.3.3 The Tenant will use water sparingly; check tank levels regularly and not let the water levels get so low that air gets into the pipes. The tenant should refill the water tanks at their own expense if the water gets very low and tanks are unlikely to be refilled by rain in time to sufficiently top up the levels.

**3.0 THE LANDLORD hereby covenants with THE TENANT as follows: -**

- 3.1 That upon the Tenant paying the rent and observing and performing the covenants outlined herein and subject to the Landlord's rights hereunder, the Landlord shall allow the Tenant to peacefully and quietly hold and enjoy the said property for the term hereby granted without any interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord;
- 3.2 To comply with the terms and conditions stated in this tenancy agreement;
- 3.3 The Landlord is responsible to pay land rent in respect of the property where the house is situated as required by law for the whole period of this agreement;
- 3.4 That the Landlord will be responsible for property damage of the demised property caused by natural fire, rain, earthquake, flood, war, acts of God, and/or

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any other causes not directly caused by the Tenant. Any damage or loss to personal property or belongings of the Tenant found in the demised property, caused by any of the aforementioned acts will be the sole responsibility of the Tenant and the Landlord shall not be held liable for any such damage or loss whatsoever;

- 3.5 Landlord is responsible for the cost of all structural repairs and maintenance of the demised property except for those damages caused willfully or by negligence of the Tenant. In the event that Landlord does not respond to structural repairs or maintenance issues within suitable time, Tenant can take action to fix the problem and deduct the cost of materials and services from the rent payment due, provided charges are at a reasonable market cost and receipts are presented to Landlord and that the Tenant has taken due process to notify the Landlord of the repairs and maintenance needed and its costs before they are undertaken;
- 3.6 The Tenant is responsible for all maintenance resulting from general wear and tear due to their occupation and use of the demised property such as, but not limited to, plumbing leaks, replacement of fittings and fixtures eg. light bulbs, electrical switches, door handles, chipped wall and/or floor tiles, etc.
- 3.7 That in case of any major repair done by the Tenant on behalf of the Landlord account and with prior written agreement with the Landlord the Tenant shall deduct the expenses incurred from the rent due;
- 3.8 That in case of an emergency, the Landlord shall not enter the premises without consent of the Tenant unless the entry is made during daylight hours and the Tenant is given notice;
- 3.9 That the Tenant shall be responsible for the safe-keeping of all locks and keys to the demised property. All keys, except one house key, shall be handed over to the Tenant on the start date of the lease and returned to the Landlord on the end date of the lease. Any loss or damage to said keys or locks during the occupancy of the Tenant of the demised property will be to the Tenant's account;

4.0 **THE TENANT** hereby covenants with **THE LANDLORD** as follows: -

- 4.1 To pay all utility bills as per clause 2.4.1 herein above;
- 4.2 To pay the rent on the day and manner as per clause 2.1 above;

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- 4.3 Tenant acknowledges that the Landlord is not responsible for the Tenant's health and safety or injury or death, nor damage or loss to the Tenant's personal property caused by either fire, theft, rain, earthquake, flood, war, acts of God, acts of others, and/or any other causes, nor shall Landlord be held liable for such losses.
- 4.4 The Landlord is not obliged to obtain any insurance policy to cover against injury to the Tenant or loss or damage to the Tenant's personal property whilst in occupation of the demised property;
- 4.5 Tenant is allowed to plant additional vegetables and plants for Tenant's consumption but not to cut down any tree or hedge or carry out any major landscaping without prior consent from the Landlord;
- 4.6 Not to sublet the demised property, without prior written consent of the Landlord;
- 4.7 Not to build new or amend any existing structures and buildings within the demised property, without the prior written consent of the Landlord;
- 4.8 That he will allow the Landlord or his agent to enter the demised property's premises at reasonable hours during daytime for the purpose of viewing the condition of the demised property but this shall be done only with the prior notification from the Landlord to the Tenant.
- 4.9 The Tenant covenants to permit the landlord or its agents to bring potential house buyers to look at the house and property, including sometimes the interiors of the houses and buildings, on condition that the Tenant receives reasonable advance warning, and an appointment is made with the Tenant in advance.
- 4.10 Tenant agrees to keep the demised property and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the demised property caused by willful or negligent or accidental act of the Tenant, its guests and/or invitees;
- 4.11 Tenant agrees to leave all tools, furnishings and fittings, existing in the house and other buildings and on the property, in the same or better condition than that in which they were found, and not to remove or destroy any items whatsoever that belong to the Landlord or that were on the property when the Tenant began their tenancy.
- 4.12 The Tenant agrees not to open nor utilize the 20' container that stands on the east end of the car port structure. That container is for the sole use of the landlord.

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**PROVIDED ALWAYS** that, unless there is a special arrangement between the Landlord and Tenant, upon termination of this Agreement, the demised property and all of its developments and improvements shall be returned to Landlord in clean, good, livable and leasable condition free of all personal property and trash not belonging to the Landlord;

**5.0 TERMINATION CLAUSE**

- 5.1 That this agreement can be terminated at any time by the Landlord without notice for due cause including but not limited to noncompliance by the Tenant of the covenants of this agreement. In case of any advance payment in relation to rent should termination for cause occur, it shall be refunded to the Tenant less any costs accrued through damage, negligence or misuse of the demised property by the Tenant;
- 5.2 That this agreement can be terminated by any party herewith after giving the other party a three months' notice by email, using the latest known email address known to each party prior to termination. In case of any advance payment in relation to rent it shall be refunded to the Tenant;

**6.0 GOVERNING LAW**

- 6.1 This Agreement shall be governed by the laws of the United Republic of Tanzania;

**7.0 MISCELLANEOUS PROVISIONS**

- 7.1 The parties hereto agree to execute documents and perform such further acts as may be necessary to implement the terms of the Agreement;
- 7.2 The Tenant shall not do anything that will, in any way, jeopardize the Landlord's right and title over the demised property;
- 7.3 This Lease agreement nullifies all other agreements entered between the Landlord and any other persons regarding the same demised property;
- 7.4 If parties agree not to renew this Agreement after the expiration of the period stated herein above, the fixtures and structure erected and installed at the said demised property by the Tenant at the time of the expiration of the lease period shall not be removed by the Tenant;

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**IN WITNESS WHEREOF** this Agreement was duly executed the day and the year first above written.

SIGNED and DELIVERED by the said

this 17 day of JUNE 2022

M. S. M.S. Abraham Smit

LANDLORD

**BEFORE ME:**

Name: MWAZITI JUMA MSAHARA

Signature: *M.S.*

Postal Address: 1426 ARUSHA

Qualification: ADVOCATE



SIGNED and DELIVERED by the said

WILDERNESS WAYO LTD

this 17th day of June 2022

TENANT

~~BEFORE ME:~~

Name: Jan A. Du Plessis

Signature: *[Signature]*

Postal Address: P.O. Box 15631 Arusha

Qualification: Managing Director

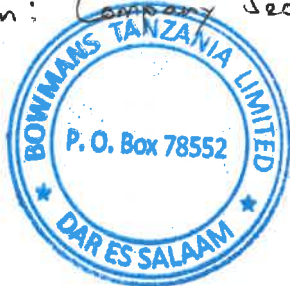


Name: Boumans Tanzania Ltd

Signature: *Mys*

Postal Address: P.O. Box 78552

Qualification: Company Secretary



Certified True Copy of the Original  
Sign: *[Signature]* Date: 24/06/2022  
FURRA ABDUL MUKASA  
Advocate, Notary  
Public & Commissioner for Oaths