

THE LAND ACT CAP 113 R.E 2019

LEASE AGREEMENT

BETWEEN

FRANKLIN THOMAS NAIVASHA AND DIANA THOMAS NAIVASHA AS ADMINISTRATOR
AND ADMINISTRATRIX OF THE ESTATE OF THE LATE COBNITA THOMAS NAIVASHA.

AND

LODGE CREATIONS LIMITED

CONCERNING THE LEASE OF RESIDENTIAL HOUSE LOCATED AT NGARAMTONI YA
CHINI, KISONGO AREA IN ARUSHA KNOWN AS ON PLOT NO. 1815.

DRAWN BY:

Aymak Attorneys
Kanisa Road, Uzunguni Area,
Plot No. 14, P.O. Box 16438
Arusha,
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THIS LEASE AGREEMENT is made on this ²² Day of ^{Oct} 2021

BETWEEN

FRANKLIN THOMAS NAIVASHA and DIANA THOMAS NAIVASHA both JOINTLY and
SEVERALLY are the Administrator and Administratrix respectively of the estate of the late
COBNITA THOMAS NAIVASHA (hereinafter called "The LESSOR" which expression shall,
where the context so requires, include the Lessor's personal representatives, heirs and assigns
and successors in title), of the one part,

AND

LODGE CREATIONS LIMITED a company limited by shares incorporated under the Companies
Act, Act no. 12 of 2002, of P. O. Box 72584, Dar es Salaam Tanzania expressions shall, where the
context admits, include its lawful assign, personal or legal representative and successors
(hereinafter referred to as the "LESSEE") of the other part;

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WHEREAS; the Lessor is the lawful owner of the Residential House located at Ngaramtoni Ya Chini, Kisongo, Area in Arusha Known as Plot No. 1815, (hereinafter referred to as "**the Demised Premises**");

WHEREAS; the lessors wish to demise to the lessee all the Demised Premises on the terms and conditions agreed on this Lease agreement;

NOW THIS LEASE AGREEMENT WITNESSETH AS FOLLOWS;

1. DEFINITIONS

"Agreement" means this **Lease Agreement** between the **Lessor** and the **Tenant**;

"Lease Period" means the period of Five (5) years from.....2021 to 31st July 2026

"Parties" mean the signatories to this **Agreement**;

"Rent" means the monthly rent of (VAT Exclusive)

"Rentable Space" Residential house, Located at Ngaramtoni- Arusha -Tanzania

The headings as used in this Agreement are for convenience of reference only and shall not affect the instruction of any of the terms and provisions thereof.

If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or not enforceable in any respect, such invalidity, illegality or non-enforceable provision shall be deemed never to have been contained herein.

2.0 COMMENCEMENT & TENURE

2.1 That the Lease Agreement shall commence on¹ day of ⁰⁸..... 2021 for a period of five (5) year to 31st July 2026 and subject, nevertheless to the provisions for review upon consents of both parties herein contained.

2.2 That in the event of any party wishes to renew this lease or in respect of any part of the Demised Space, after the expiry two-year term, such party shall have to serve a written one (1) month notice to the other party whereupon the parties may agree on the new terms and conditions.

3.0 PURPOSE OF THE DEMISED PREMISES

That the purposes of the Lease shall be for residential use only.

4.0 RENT & MODE OF PAYMENT

4.1 Lessee shall pay monthly rent to the tune of Nine Hundred and Fifty only (USD \$ 950=) which yearly is equivalent to United State Dollar Eleven Thousand and Four Hundred only (USD11,400=); payable annually and in one instalment without any deductions save for the withholding tax which shall be paid by **the Lessee** to the

government on behalf of **the Lessor**. Rent shall be paid by cash or bank transfer to an account number which shall be given in writing.

- 4.2 Shall the Lessee be desirous of renewing the lease for a fourth term of a further one (1) year 31st July 2026 to 31st July 2027 the monthly rental charge may be negotiated by both parties.
- 4.3 The wholesome of the rent shall be payable in one (1) instalment at the signing of this Lease Agreement without fail and or deductions.
- 4.4 The parties shall give sufficient notice of not less than three (3) months to each other before effecting any changes to this agreement.

5.0 THE LESSEE HEREBY COVENANTS TO THE LESSOR AS FOLLOWS:

The Lessee for itself and its successors and assigns and to the intent that the obligations herein contained shall continue throughout the term hereby created, covenants with the Lessor as follows:

- 5.1 To pay the rent of the leased property in one installment as of the date effective to this agreement.
- 5.2 To pay during the said terms, the rent punctually as herein provided without any deduction.
- 5.3 To bear, pay and discharge all charges for water and electricity consumed on the demised premises, and for all the telephone charges if any.
- 5.4 To bear, pay and discharge all the sewerage charges attributable to the demised premises.
- 5.5 At all times to keep the interior of the demised premises and appurtenance thereof including grounds, doors, windows and other glass fixtures, fittings, fastenings, electric wires and fittings, waste drain and other pipes, sanitary and water apparatus therein in good repair and condition throughout the said term (fair wear and tear exempted) and without prejudice to the generality of the foregoing covenants to clean regularly all windows both inside in the demised premises.
- 5.6 To be responsible and to indemnify the Lessor against all damages occasioned to the demised premises or any part of the building, or any part of the adjacent premises or the any person caused by any act, default or negligence of the Lessee or the servants, agents, licensees, invitees of the Lessee.
- 5.7 To report in writing to the Lessor any want of reparation of the structure and external parts of the demised premises PROVIDED ALWAYS THAT the Lessee shall, subject to prior consent in writing of the Lessor, which consent shall not be unreasonably withheld, having been obtained be permitted to erect or install such alteration or partition or improvement in addition to the demised premises may be necessary and convenient to the Lessee in the use of the demised premises. All such alteration, improvement and addition shall be removed prior to Termination or expiration of the said term unless otherwise agreed with the Lessor in writing and the lessee shall make good to the satisfaction of the Lessor all damages thereby occasioned to demised premises and restore the same to their original state and condition.
- 5.8 To permit the Lessor and his agents, at all reasonable times of the day upon not less than 48 hours' prior notice in writing addressed to the Lessee or immediately in case of need, to enter upon the demised premises.
 - (a) For the purpose of carrying out there on and effecting any desirable and necessary repairs to the building or to any adjoining premises now or hereafter

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belonging to the Landlord; or

- (b) To view the state and condition of the demised premises of reparation the Lessor shall give to the Lessee a notice in writing to repair and make/good the same PROVIDED THAT if the Lessee shall not have specified in the written notice commence and proceed execution of the works specified as foresaid, it shall be lawful for the Lessor and its agents to enter upon the demised premises and execute such repairs and works. The cost (which expression shall include but not be limited to all legal costs, and surveyor's fees and other expenses whatsoever attendant thereon) shall be a debt immediately payable by the lessee to the Lessor and the forth with recoverable by action.

- 5.9 Not to store or bring upon the demised premises or building any articles of combustion inflammable or of dangerous nature and to comply with all recommendation of fire authorities as to fire precautions relating to the demised premises or building.
- 5.10 To use and occupy the demised premises solely and exclusively for residential purposes only unless otherwise agreed upon in writing by both parties.
- 5.11 Not to assign, sublet, underlet or part with the possession of the leased premises or any part thereof.
- 5.12 To pay and make good to the Lessor all and every loss and damage whatsoever incurred or sustained by the Lessor as a consequence of every breach or nonobservance of the Lessee's covenants herein contained and to indemnify the Lessor against all action, claims, liability, costs and expenses arising there from.
- 5.13 To observe and conform to all reasonable regulations and restrictions made by the Lessor for the proper management of the demised premises and/or the building and notified in writing by the Lessor to the lessee from time to time.

6.0 THE LESSOR HEREBY COVENANT WITH THE LESSEE AS FOLLOWS;

- 6.1 Upon the lessee paying the monthly rent in the manner aforesaid and observing and performing the covenants, conditions and stipulations herein contained and, on its part, to be observed and performed it shall peacefully and quietly possess and enjoy the Demised Premises during the term hereby granted without eviction, interruption, disturbance, claim or demand whatsoever by the Landlord or any person or persons lawfully or equitably claiming by, from or in trust for her.
- 6.2 To pay and discharge all rates, taxes, assessments, impositions, duties charges, whatsoever levied upon the Lands and the Building or either of them, or any part thereof, or arising out of any use or occupation of the Lands and the Buildings, payable by Landlord including, without limiting the generality of the foregoing, all municipal taxes for local improvements or works assessed upon the property benefited thereby and all business, water piping and sewerage piping installation taxes.
- 6.3 During the continuance of the said term to keep the exterior portions of the said premises in good and tenantable repair and condition and remedy any major or structural fault or faults of construction affecting the convenient and proper use of occupation provided that such faults are not attributable to neglect on the part of the Lessee or his agents.
- 6.4 To authorize the Tenant to make improvements in lighting and electrical systems in the Demised Premises at the Tenant's discretion.
- 6.5 To pay and discharge at all rates taxes assessments, impositions duties charges, electricity and water rates which are now or may hereafter become imposed or charged upon the demised premises or payable by the Lessor or Lessee in respect

thereof;

- 6.6 To maintain the common areas, gardens, compound and path ways

7.0 MAINTENANCE AND RENOVATION

The Lessee shall carry out maintenance and repair as here under:

- 7.1 To make repairs if any damages, wear and tear the property has sustained during the tenancy
- 7.2 To maintain with good standards, the interior and exterior parts of the property during the tenancy

8.0 BREACH AND TERMINATION

That in the event of any breach of the covenants contained herein, the aggrieved party may, by way of written notice Thirty (30) days; call upon the party in default to remedy the breach. If the Party in default does not take remedial measures within the stipulated time, the other Party may, on providing a 30 days' notice, terminate the Lease.

9.0 FORCE MAJURE

Save as otherwise provided for herein The Lessee or Lessor shall when desirous of terminating the lease for any other reasons other than default of the terms of this Lease shall give a three months' Notice of Termination of the Lease in writing to the Lessor to enable the Lessee to find an alternative accommodation. This agreement may also be terminated on the below reasons:

- 9.1 Immediately, by the Tenant where the Lessor's Property are seized following an Order of the Court or any other relevant authority under applicable legislation as amended.
- 9.2 Immediately, subject to notice, if the Property is destroyed or damaged or have structural defects, which render the Demised Premises to be uninhabitable.
- 9.3 Continued breach of the terms of this Agreement by either party
- 9.4 Demolition of the demised premises
- 9.5 Fundamental change of circumstances rendering it impossible for the parties here in to maintain this Agreement.

10.0 CONSEQUENCES OF TERMINATION.

- 10.1 Each party shall immediately return to the other or permit the other to collect all items in the possession of the other which are its property.
- 10.2 Each party shall immediately observe confidentiality to all confidential information supplied by the other.

12.0. SPECIAL GENERAL CONDITIONS

- 12.1 If and whenever during the said term the rent remains unpaid for 30 days from the date when such rent is not paid within 30 days from the date of issuing the notice of reminder, the Lessor may evict the lessee without further notice. At the time of eviction, the cost for carrying out the eviction exercise shall be paid by the Lessee.
- 12.2 In case the demised premises or any part thereof shall at any time during the said term be so damaged or destroyed by fire, earthquake, or other natural and unforeseeable phenomenon which shall not have been caused or contributed to by the act, negligence or default of the Lessee as to be according to the nature and

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extent of the damage sustained shall be suspended until the demised premises shall again be rendered fit for occupation and use.

- 12.3 If the Lessee shall be desirous of taking a new lease of the demised premises after the term hereby granted and if the Lessee shall in communication of such desire deliver to the Lessor or leave or send by registered post and email to the Lessor's known address in Tanzania notice in writing not less than three months before the expiration of the said term then the Lessor shall at or before the expiration of the term hereby granted if there shall be no subsisting breach of any of the Lessee's obligation under this present lease at the cost of Lessor grant to the Lessee a new lease of the demised premises for a future term as shall be agreed between the lessee and Lessor to commence from the expiration of the term hereby granted at the rent and subject to the covenants and conditions as shall be agreed between the Lessee and the Lessor. Unless the lease is renewed, within the last three months prior to the expiry of the contractual period, to surrender vacant possession of the premises of the Lessor.
- 12.4 If by the end of the lease any utility bills for electricity, water, and other outstanding charges remain unpaid, the Lessee shall pay such bills/charges upon returning the keys of the demised premises.
- 12.5 Should the Lessee desire to vacate the demised premises during the period of this lease the Lessee shall give a three (3) months' notice in writing or pay three month's rent as demises in lieu of such notice.
- 12.6 Stamp duty, registration charges and other expenses in connection with or incidental to the preparation of this Lease shall be borne by the lessee.

13.0 MISCELLANEOUS

- 13.1 That modification of and amendments to this lease agreement shall be effective only if made in writing and signed by the parties and in their absence, the duly authorized representatives of the parties.
- 13.2 That the invalidity of any portion of this lease agreement shall not affect the remaining portion of this Agreement or any party thereof and this agreement shall be construed as if such invalid portion or portions had not been inserted therein. The Parties will replace an invalid provision or fill a gap with valid provision which most closely approximates the intent and economic effect of the invalid provision.
- 13.3 That this lease agreement constitutes the entire agreement between the parties in connection with the subject matter of this Agreement, all previous documents, undertakings or agreements, whether verbal, written or otherwise between the parties concerning the subject matter thereof are hereby superseded by this lease agreement.

14.0 NOTICES

All notices shall be in writing and that any notice requiring to be served pursuant to this lease shall sufficiently be taken to have been served if delivered at the following addresses:

FOR THE LESSOR

Diana Thomas Naivasha
P.O. Box 1207,
Arusha – Tanzania.

FOR THE LESSEE:

Ronald William Barnes,
Lodge Creations Limited

RWB

P.O. Box 73584,
Arusha - Tanzania

15.0 DISPUTE RESOLUTION

All disputes or differences concerning this Lease Agreement shall be settled by the parties amicably and in the event of the failure to conclude a settlement then either of the Parties can refer the dispute for competent court of law of Tanzania. Any dispute arising in the performance or interpretation for any of the clauses in this agreement shall be referred to arbitration in accordance with the Arbitration Law in force in Tanzania at the time when the dispute arises. If the Arbitrator fails to resolve the disputes the parties shall refer the matter to the court of law with competent jurisdiction to vindicate their rights

16.0 GOVERNING LAW

All matters arising from or in connection to this Lease Agreement shall be governed and construed in accordance with Tanzanian laws.

IN WITNESS WHEREOF the parties here to have duly executed this Lease Agreement in the manner and on the day, year hereinafter appearing;

SIGNED and DELIVERED at ARUSHA
by the said **FRANKLIN THOMAS NAIVASHA** as
Administrator **OF THE ESTATE OF THE**
LATE COBNITA THOMAS NAIVASHA
who is known to me
me personally/have been introduced to me by
The latter known
personally to me on this..... day of.....2021

LESSOR

BEFORE ME:

SIGNATURE: _____
NAME: _____
ADDRESS: _____
QUALIFICATION: **ADVOCATE/ NOTARY PUBLIC**

SIGNED and DELIVERED at ARUSHA
by the said **DIANA THOMAS NAIVASHA** as
Administratrix **OF THE ESTATE OF THE**
LATE COBNITA THOMAS NAIVASHA who
is known to me
me personally/have been introduced to me by
latter known
personally to me on this..... day of.....2021

_____ The
LESSOR

BEFORE ME:

SIGNATURE: _____

NAME: _____

ADDRESS: _____

QUALIFICATION: **ADVOCATE/ NOTARY PUBLIC**

SEALED with the **COMMON SEAL**
of **LODGE CREATIONS LIMITED**
in the presence of us
this day of 2021,

NAME: R.H. GARNESWELL
SIGNATURE: [Signature]
POSTAL ADDRESS: Box 1019 ARUSHA
QUALIFICATION: **DIRECTOR**

NAME: R.M. THOM
SIGNATURE: [Signature]
POSTAL ADDRESS: Box 1019 ARUSHA
QUALIFICATION: **DIRECTOR/ COMPANY SECRETARY**



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