

**LEASE AGREEMENT AND MANAGEMENT OF PAPU TOWER CONFERENCE
CENTER AGREEMENT**

BETWEEN

**PAN AFRICAN POSTAL UNION (PAPU) IN JOINT VENTURE WITH TANZANIA
COMMUNICATIONS REGULATORY AUTHORITY (TCRA)**

AND

ONE INTER TRAVEL LIMITED

In respect of a Restaurant and a Kitchen on the 2nd Floor, Office Space and Conference
Facilities located on 3rd Floor and 4th Floor of the PAPU House.

**THE LAND REGISTRATION ACT
(CAP 334 R.E. 2002)**

**LEASE AGREEMENT AND MANAGEMENT OF PAPU TOWER CONFERENCE
CENTRE**

THIS LEASE AGREEMENT is made on this Day of Year 2025.

BETWEEN

THE PAN AFRICAN POSTAL UNION (hereinafter referred to as "PAPU"), a specialized agency of the African Union (AU) established to spearhead the development of postal services in Africa, of P.O. Box 6026, ARUSHA, TANZANIA and **TANZANIA COMMUNICATIONS REGULATORY AUTHORITY (TCRA)** a body corporate established under the Tanzania Communications Regulatory Authority Act No. 12 Of 2003, of P.O. Box 474 Dar es salaam (hereinafter jointly referred to as the "**LANDLORD**" which expression shall, where the context so permits, include its assignees and successors in title) of the one part;

AND

ONE INTER TRAVEL LIMITED a company registered in the United Republic of Tanzania, with registration number **140608882** and whose registered office is at PSSF Twin Tower, Left Wing, 31st Floor, P. O. Box 5613, Dar es Salaam] (hereinafter referred to as "**TENANT**" which expression where the context admit shall include his/her heirs or assignees) of the other part.

Landlord and Tenant are each referred to as a "Party" and together as the sole "Parties" to this Lease Agreement.

- A. **WHEREAS** the Landlord is the owner of a Certificate of Occupancy registered in the Land Registry at Arusha city in respect of the land and developments thereon on Plot No. 114, Block Z, along Namanga-Moshi Road, in Sekei Ward in the city of Arusha, Tanzania; (hereinafter referred to as the "PAPU House");
- B. **WHEREAS** the Landlord desires to lease a Restaurant, a Kitchen, Office Space and Conference Facilities located on 2nd Floor, 3rd Floor and 4th Floor respectively of the PAPU House to the Tenant upon the terms and conditions hereinafter set forth (hereinafter referred to as the "Demised Premises");

C. **WHEREAS** the Landlord has contracted the Services of Letting, Operating and Management of the Demised Premises to **ONE INTER TRAVEL LIMITED** who, among other activities, leasing, managing and operating, all the issues pertaining to the Demised Premises on behalf of the Landlord;

D. **WHEREAS** should there be any changes in company contracted by the Landlord for Letting, Operating and Managing of the Demised Premises, such changes shall in no way affect, change or alter any of the terms and or conditions hereinafter set forth;

AND

E. **WHEREAS** the Tenant has presented himself to the Landlord as having the capacity, desire and willingness to lease, operate and manage the Conference Facilities upon the terms and conditions hereinafter set forth.

NOW THEREFORE the Landlord and the Tenant **HEREBY AGREE** mutually to enter into this Lease Agreement under the terms and conditions stipulated hereunder.

1 DEFINITIONS AND INTERPRETATION

In this lease, unless the context otherwise requires:

- 1.1 If any provision in a definition is a substantive provision conferring rights and obligations on any party, notwithstanding that it is only a definition; effect shall be given to it as if it were a substantive provision within the provisions of this Lease Agreement;
- 1.2 "Building" shall mean the PAPU HOUSE, whose commercial name is PAPU Tower in which the premises are situated, including any extensions or additions thereto from time to time;
- 1.3 "BOT" shall mean Bank of Tanzania;
- 1.4 "Conference facilities" shall mean the Auditorium, eleven (11) Breakout Rooms, media room, first aid/lactation room, secretariat room, VVIP/VIP room, three (03) meeting office rooms at the 3rd and 4th floors of PAPU Tower building.
- 1.5 "Common area" shall mean those portions of the building and property including but not limited to toilets, lifts, corridors, stayers, escalaters, balconies, parking bays

and walkways other than those actually let or capable of being let to individual Tenants;

- 1.6 "Confidential Information" shall mean any non-public information of a Party, including that of third parties that a Party shall maintain as confidential and that which is developed by a Party on behalf of the other Party.
- 1.7 "Contractual Term" means the period for the duration of this lease;
- 1.8 "Designated person" shall mean the employees, directors, agents, independent contractors and representatives of the Landlord;
- 1.9 "Equipment" shall mean A self-contained item or assembly designed to perform specific operational functions within the Demised Premises;
- 1.10 "PAPU Tower Conference Center" shall mean the main conference (Auditorium) and the Breakout Rooms at the 3rd and 4th floors of PAPU Tower building.
- 1.11 "Property" shall mean the property upon which the building is situated;
- 1.12 "Repairs" shall mean activities undertaken to restore faulty or damaged equipment, including the replacement of minor components, parts or accessories without substitution of the whole equipment;
- 1.13 "Replacement" shall mean Complete replacement of equipment within the Demised Premises when it cannot be economically repaired, is beyond repair or obsolete and cannot be restored through normal repairs.
- 1.14 "Service Charge" shall mean the total amount (excluding finance charges) to be paid by the Tenant in relation to the Common Area for up keep including, but without limiting cleaning, security, water, fuel for generator, and electricity;
- 1.15 "Utilities" shall mean water, electricity, gas and fuel for generator in relation Demised Premises;
- 1.16 The singular shall, where appropriate, be deemed to be a reference to the plural and vice versa and words importing any one gender include the other gender and natural persons include legal entities (corporate or unincorporated) and vice versa;
- 1.17 The headings are used for convenience only and must not be used as an aid to the interpretation of the Lease Agreement;

- 1.18 When any number of days is prescribed in this Lease Agreement, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding working day which is not a Saturday, Sunday or public holiday;
- 1.19 Where figures are referred to in numerals and in words, if there is any conflict between the two, the figures referred to in words shall prevail;
- 1.20 Wherever this Lease Agreement provides that the Tenant shall have no remedy, that shall be construed as a waiver by the Tenant its claims for loss or damage or right of cancellation or remission of rental or any other claim or remedy (without limitation ejusdem generis) whether in contract or delict or otherwise against the Landlord and/or the designated person;
- 1.21 In the remainder of this Lease Agreement "appurtenances" shall mean all installations and appliances in the premises and includes, without prejudice to the generality of the term, any keys, locks, windows, sewerage pans, basins water taps and fittings, access doors, interior doors, security camera equipment, remote control equipment, fire control equipment, window panels, window frames and air conditioning units;

2 LAND USE

The land and buildings thereon are for office and commercial purposes only.

3 DEMISED PROPERTY

In consideration of the rent and the mutual covenants hereinafter reserved and contained the Landlord hereby demises unto the Tenant the space on:

- (i) the 2nd Floor, measuring 957.30 square meters as the Restaurant out of which a space measuring 44.50 square meters to be used as Office Space;
- (ii) the 2nd Floor measuring 355.20 square meters as the Kitchen and Bakery;
- (iii) the 3rd Floor, measuring 1,222.94 square meters as the Conference Facilities out of which a space measuring 60.00 square meters to be used Office Space; and,
- (iv) the 4th Floor, measuring 708.96 square meters as the Conference Facilities.

(hereinafter called the Demised Premises) of PAPU House situated at Plot No. 114 Block Z, along the Namanga-Moshi Road, Arusha to be used for business conferences, meetings, catering services, and exhibitions only.

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4 **TERM:**

This Lease shall be for the Contractual Term of three (3) years from 1st August 2025 to 31st July 2028.

5 **RENT**

5.1 In consideration of the Lease as stated hereinabove, the Tenant shall pay to the Landlord, a monthly rent of Tanzania Shillings One Hundred Million, Seventy-Eight Thousand, Nine Hundred Forty-One and Sixty Cents (TZS. 100,078,941.60) inclusive of VAT.

5.2 The tenant benefits of a grace period rent-free of two (02) months from 1st August to 30th September 2025 while the Service Charge will be paid by the Tenant so as to cover the service related costs.

5.3 The monthly rental charge is subject to the annual review as guided under **Clause 5.5**

5.4 Rent shall be payable quarterly in advance, whereby the first rent shall become due on the commencement date. The schedule of payment shall be as provided under the Table of Breakdown of Rent Payment on **Appendix 1. Table: Breakdown of Rent Payment**

5.5 The monthly rental charge may be reviewed annually on the following terms:

5.5.1. In the event that there has been a rise in inflation rate as per BOT announcements and/or any other reason. The maximum amount would be capped at ten (10%) in the first year;

5.5.2. Inflation rate as per BOT announcements and/or any other reason with no limitation on the revised monthly rental charge amount from the second year onward.

6. **SERVICE CHARGE**

6.1 The Tenant shall pay Service Charge of the leased space as shall be invoiced by the PAPU Tower Property Manager.

6.2 Payment of Service Charge shall be excluded from the monthly rental charge payable to the Landlord.

1.1 The Bank shall be responsible for the collection of the rent of the premises and the payment of the same to the lessor, and shall be liable for the same to the lessor in accordance with the terms of this lease.

1.2 PAYMENT OF RENT BY THE LESSEE TO THE LESSOR

1.2.1 The Bank shall be responsible for the collection of the rent of the premises and the payment of the same to the lessor, and shall be liable for the same to the lessor in accordance with the terms of this lease.

1.2.2 The Bank shall be responsible for the collection of the rent of the premises and the payment of the same to the lessor, and shall be liable for the same to the lessor in accordance with the terms of this lease.

1.2.3 The Bank shall be responsible for the collection of the rent of the premises and the payment of the same to the lessor, and shall be liable for the same to the lessor in accordance with the terms of this lease.

1.2.4 The Bank shall be responsible for the collection of the rent of the premises and the payment of the same to the lessor, and shall be liable for the same to the lessor in accordance with the terms of this lease.

2. MODE OF PAYMENT OF RENT

2.1 Payment of rent shall be made by the lessee to the lessor in accordance with the terms of this lease.

2.2 The rent shall be paid to the lessor in accordance with the terms of this lease.

2.3 Payment of rent shall be to the BANK (PAPU JOINT VENTURE)

2.4 The payment will be via internet BANK TRANSFER account under the name of PAPA JOINT VENTURE

2.5 The payment of Rent shall be via internet transfer deposited to the following account:

Name	PAPU - PAPA JOINT VENTURE
Account Number	40810104200 (1/28)
Bank Name	NMB Bank Plc
Branch	Chok Tower
Branch Code	408
Branch Address	P.O. Box 408, Arusha
Bank Address	P.O. Box 924, Old Street, Dar es Salaam, Tanzania

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9. HANDOVER OF CONFERENCE FACILITIES, RESTAURANT AND KITCHEN EQUIPMENT

- 9.1 The Landlord shall hand over the Conference Facilities, ICT Equipment, Restaurant and Kitchen equipment to be used by the Tenant in its operation of the Demised Premises at the commencement of the Lease Agreement.
- 9.2 An Asset Register shall be prepared separately and signed between the Landlord and the Tenant during the handover.

10. FAILURE, NEGLIGENCE OR REFUSAL TO PAY RENT AND SERVICE CHARGES

- 10.1 Where and whenever the rent remains unpaid for thirty (30) days from the beginning of each quarter, the Landlord may exercise the right of termination of this lease forthwith.
- 10.2 Without prejudice to the foregoing clauses, whenever the Tenant fails or neglects or refuses to pay rent within thirty (30) days from the beginning of each quarter, the Landlord shall charge the Tenant, an interest on overdue sums at a rate of one (1%) per cent compounded per month or part thereof or if that exceeds the maximum permissible rate at any time, for so long as that is the case, at such maximum permissible rate. The payment shall be in the account of the Landlord (PAPU TCRA COLLECTION ACCOUNT).
- 10.3 Without prejudice to the foregoing clauses, whenever the Tenant fails or neglects or refuses to pay service charges within fourteen (14) days from the invoice due date, the Landlord shall charge the Tenant, an interest on overdue sums at a rate of one (1%) per cent compounded per month or part thereof or if that exceeds the maximum permissible rate at any time, for so long as that is the case, at such maximum permissible rate. The payment shall be in the account of the Landlord (PAPU TCRA COLLECTION ACCOUNT).
- 10.4 Right to charge interest on overdue amounts shall not, in any way, prejudice the Landlord's right of enforcing any of its other rights or Tenant obligations under this Lease on an attorney and own client scale (which shall include collection charges) whether such costs were incurred prior to the institution of any such action or application, during the course of any such action or application, in enforcing any judgment or otherwise.

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11. LANDLORD UTILIZATION OF THE DEMISED PREMISES

- 11.1 The Landlord shall be entitled to thirty (30) days per annum, of utilization of the conference facilities free of rental payment, which shall be distributed in a ration of twenty (20) days to PAPU and ten (10) days to TCRA.
- 11.2 The Landlord may take over the control rooms of the Conference or Breakout room(s) when circumstances require, during the Landlord's meetings.
- 11.3 The Landload shall share its indicative schedule of planned meeting(s) with the Tenant at least three (3) months in advance for TCRA and two (2) months in advance for PAPU. A fourteen (14) days advance notice to will be issued by the Landlord to confirm its planned meeting(s).
- 11.4 The Landlord shall pay all other direct cost associated with hiring conference facility such as catering cost and, stationery, etc.
- 11.5 PAPU shall have additional five (5) working days for utilization of the conference facilities at a discount rate of fifty percent (50%) of the conference hiring charges.

12. REPORTING BY TENANT

- 12.1 During the Contractual Term, Tenant shall have an obligation to cooperate with the Landlord and provide report on quarterly basis which will include the status of the Conference Facilities, number of events held, status of furnitures, window panels, ICT equipments (screens, cameras, microphones, control room equipments) repair and/or maintenance.
- 12.2 Tenant shall ensure recruitment/deployment of staff who will have:
 - 12.2.1 the relevant skills and manning levels in all areas of operations and are readily available;
 - 12.2.2 qualified staff for the efficient running of the Demised Premises;
 - 12.2.3 maintain accurate personnel records and handle all matters regarding staff welfare.
- 12.3 Tenant shall ensure that Government regulations and statutes regarding employment are observed and adhered to.

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13. SECURITY DEPOSIT

- 13.1 Upon signing this Lease Agreement, the Tenant shall pay the Landlord a security deposit which is equivalent to one month rent.
- 13.2 Security deposit cannot be treated by Tenant as payment of the last month of rent or any other amounts due to the Landlord. This security deposit shall be refunded to the Tenant by the Landlord at the termination of this lease agreement
- 13.3 PROVIDED that, the Landlord shall have the right of applying the whole or portion thereof of the security deposit towards payment of the rent, water, electric current, or other charges, key replacements, renovations or any other liability of damages arising from the Lease Agreement after issuance of fourteen (14) days notice to the Tenant. If any portion of the deposit is so applied, the Tenant shall forthwith reinstate the deposit to its original amount or the amount that shall have been spent in the said reinstatement, whichever is the greater.
- 13.4 The deposit shall be retained by the Landlord and/or its agents free of interest until after vacation of the Demised Premises by the Tenant and the complete discharge of all the Tenant's obligations to the Landlord arising from the Lease Agreement. The Tenant shall not be entitled to set off against the deposit any rent or any other amount payable to it during the Lease's life.

14. UTILITIES AND UTILITY RELATED COSTS PAYABLE BY THE TENANT

- 14.1 The Tenant shall be liable for and shall pay on demand for actual charges arising out of its use of water, gas, electricity and fuel for generator in respect of the Demised Premises as provided by the PAPU House Property Manager, excluding the common areas, which shall be covered by Service Charge.
- 14.2 The Tenant's liability for such charges shall be in accordance with sub-meters, which the Landlord has installed. However, in the event of it not being practical and not possible to have separate sub-meters the tenant's liability for electricity shall be apportioned and shared accordingly/proportionally with other tenants on a pro-rata basis (according to uses of each tenant).
- 14.3 Tenant shall pay for replacements or repair of all electrical appliances (fluorescent tubes, starters, ballasts, incandescent bulbs) and any other equipment of similar nature used in the Demised Premises.
- 14.4 Tenant shall pay for replacements or repair of all plumbing (Shattaf, Cork, Flexible pipe) and any other equipment similar nature used in the Demised Premises.



- 14.5 Tenant shall pay for replacements or repair of all ICT equipment (Microphones, screen, Cameras,) kitchen, restaurant, appliances and any other equipment of similar nature used in the Demised Premises.
- 14.6 Landlord shall only pay for the replacement of equipment due to wear and tear
- 14.7 The payment of water, gas, electricity and fuel for generator bills shall be excluded from the monthly rental charges payable to the Landlord and monthly Service Charges payable to the Property Manager.
- 14.8 Should the Tenant fail to pay utility charges and other services supplied to its premises within Seven (7) working days of written demand, then, without prejudice to any other right it may have, the Landlord shall be entitled to suspend the supply of such services to the Tenant's premises and the Tenant shall have no remedy.

15. RATES AND OTHER CHARGES

Land Rent in respect of the Building shall be paid by the Landlord.

16. LOCKOUT

If and whenever during the said term the rent remains unpaid for sixty (60) days from the beginning of each quarter the Tenant may be locked out and if the rent is not paid within seven (7) days from the date of lock out, the properties of the said Tenant therein may be disposed of and the Landlord will not be held responsible for any loss or damage of the said property.

17. EXCLUSION OF CLAIMS

Notwithstanding anything herein contained the Landlord shall not be liable to the Tenant nor shall the Tenant have any claim against the Landlord in respect of:

- (a) Any interruption in any of the services herein before mentioned by reason of necessary repair or maintenance of any installations or apparatus or damage thereto; provided that the Landlord shall finish such works within the agreed timeframe.
- (b) Any interruption in any of the services herein mentioned by reason of necessary security action directed by security authorities or agencies.
- (c) Destruction thereof by fire, water, that is not occasioned by poor management or negligence of the Landlord or her agents or;

(d) Act of GOD or other cause beyond the Landlord's control or by reason of mechanical or other defect or breakdown or other inclement conditions or unavoidable shortage of fuel materials, water or labour occasioned by factor(s) that are beyond Landlord's control.

18. COMMUNICATIONS

18.1 Unless otherwise specifically directed in writing, all communications to the Landlord shall be made to:

Director General,
Tanzania Communications Regulatory Authority (TCRA),
20 Sam Nujoma Road,
Mawasiliano Towers,
P. O. Box 474,
14414 – DAR ES SALAAM.
Phone: +255 22 2199760 – 9/ +255 22 24 12 011 - 2
Email: dg@tcra.go.tz

Copy to:

Secretary General
Pan African Postal Union (PAPU),
282 Moshi Road
Phillips Area, Sekei,
P.O. Box 6026,
Arusha 23910,
Phone: +255 27 261 1440
Email: sc@papu.co.tz

18.2 Unless otherwise specifically directed in writing, all communications to the Tenant shall be made to:

Director General
One Inter Travel Limited
PSSSF Twin Towers,
Left Wing 31st Floor,
P.O. BOX 5613,
Arusha, Tanzania.
Phone: +255 754 315 111/0763 337 010
Email: oneintertravel@gmail.com or info@oneintertravel.com

- (d) Act of GOD or other cause beyond the Landlord's control or by reason of mechanical or other defect or breakdown or other inclement conditions or unavoidable shortage of fuel materials, water or labour occasioned by factor(s) that are beyond Landlord's control.

18. COMMUNICATIONS

- 18.1 Unless otherwise specifically directed in writing, all communications to the Landlord shall be made to:

**Director General,
Tanzania Communications Regulatory Authority (TCRA),
20 Sam Nujoma Road,
Mawasiliano Towers,
P. O. Box 474,
14414 – DAR ES SALAAM.**

Phone: +255 22 2199760 – 9/ +255 22 24 12 011 - 2

Email: dg@tcra.go.tz

Copy to:

**Secretary General
Pan African Postal Union (PAPU),
282 Moshi Road
Philips Area, Sekei,
P.O. Box 6026,
Arusha 23910,**

Phone: +255 27 261 1440

Email: sc@papu.co.tz

- 18.2 Unless otherwise specifically directed in writing, all communications to the Tenant shall be made to:

**Director General
One Inter Travel Limited
PSSSF Twin Towers,
Left Wing 31st Floor,
P.O. BOX 5613,
Arusha, Tanzania.**

Phone: +255 754 315 111/0763 337 010

Email: oneintertravel@gmail.com or info@oneintertravel.com

- 18.3 Any such notice or other communications shall be deemed to have been given to the party to whom it is addressed if sent by:
- (a) hand when so delivered by dispatch;
 - (b) registered mail;
 - (c) e-mail, upon sending and receipt by the sender of a satisfactory confirmation notice.

19. EXCLUSIONS AND WARRANTIES

- 19.1 The premises shall be used for the purposes stipulated in **Clause 2**.
- 19.2 The Tenant shall be obliged to be compliant and take all steps to obtain licenses or renewal of such licenses or permits from time to time, as may be required by the laws governing the nature of the Tenant business operations in Tanzania.

20. LANDLORD'S COMPLIANCE WITH LAWS

If the Landlord in order to comply with the laws, whether in force prior to or after the commencement of negotiations, is required to take any such steps as will result in the Tenant being deprived, either temporarily or permanently, of the beneficial use of any portion of the premises, the Tenant shall have remedy against the Landlord.

21. TENANT'S COMPLIANCE WITH LAWS AND CONDITIONS OF TITLE

The Tenant shall comply with all laws, bye-laws and Regulations relating to Tenant or occupiers of business premises or effecting the conduct of any business carried on in the premises and shall not contravene any of the conditions of title under which the property is held by the Landlord or any of the provisions of the Town Planning scheme applicable to the building, nor do or cause or permit to be done in or about the building anything which may be or cause a nuisance or disturbance to other occupiers of the building, or occupiers of neighboring premises.

22. SUB-LETTING AND TRANSFER OF OWNERSHIP

- 22.1 The Tenants shall not sublet the premises or any portion thereof, or cede, assign, pledge this lease or any of its rights hereunder without the Landlord's prior written consent. Notwithstanding anything to the contrary contained or implied herein in the event of the Tenants wishing to sub-let, then application for the consent of the Landlord shall be made to the Landlord:

- 22.1.1 In writing setting out the name, address and business information of the proposed subtenant (if any);
- 22.1.2 Not less than sixty (60) days prior to the date on which it is contemplated that the proposed sub-lease shall commence.
- 22.1.3 Anything to the contrary contained or implied in this lease, the Landlord shall, on receipt of such application, be entitled by written notice delivered to the Tenant, either to consent to the sub-lease, or refuse to consent to the sub-lease.
- 22.2 The Tenant shall not give up occupation or possession of the premises or any portion thereof to any person or permit any person whether as licensee, agent, occupier, custodian or otherwise, to enter into possession or to occupy or take possession of the premises or any portion thereof for either a definite period or at all, without the Landlord's prior written consent.
- 22.3 The Landlord shall not transfer ownership of the Demised Premises or in any way dispose the Demised Premises in a manner that will adversely affect the Tenant and Operator's rights herein stipulated. The Landlord undertakes to notify the Tenant of any form of disposition before such disposition is effected by the Landlord.

23. CHANGE OF BUILDING NAME

The Landlord shall have the right to change the name of the building at any time and from time to time, as it considers appropriate in its sole discretion provided that the Tenant shall be given three (3) months' notice in advance and the Landlord shall not be liable for any losses or damages suffered by the Tenant arising from or incidental to such change of name.

24. LANDLORD'S REGULATIONS

The Tenant and its servants, invitees, agents, directors, representatives or clients agree to comply with the Landlord's security, fire protection and other regulations which may exist in the building from time to time and shall be liable for compliance therewith by its employees, agents, directors, representatives, clients and invitees.

25. RECEIPT OF GOODS AND OTHER MATERIALS

Neither the Landlord nor the designated person shall be liable for the receipt or non-receipt or the delivery of goods, postal matter or correspondence, nor shall

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they be liable for anything which the Tenant, its servants, invitees, agents, directors, representatives or clients may have deposited or left in the premises or in any part of the building or the property.

26. LANDLORD'S RIGHT OF ENTRY

- 26.1 The Landlord and/or the designated person shall be entitled to enter the premises at all reasonable times for the purpose of inspecting the premises and for carrying out any major repairs or any alterations or addition or modification or improvements on or to the building, the premises or the property or other work in respect of the premises or the building.
- 26.2 If the Landlord should desire to do so provided that the Landlord shall be required to give the Tenant at least twenty-four (24) hours' notice before such entry and further that, such entry for inspection or repair will not be carried unreasonably in a manner that disrupts fundamental operations of the Tenants. The Landlord and/or the designated person shall be entitled to erect scaffolding, hoardings and building equipment in, at, near or in front of the premises as well as such other devices required by law or which the architect may certify is necessary to carry out the work in question.
- 26.3 The Tenant shall have no remedy in connection with the exercise by the Landlord and/or the designated person of any of the aforesaid rights except for negligence on the side of Landlord or designated person.

27. DAMAGE TO PREMISES

- 27.1 The Landlord may terminate this Lease if:
- 27.1.1 There is damage to the building such that the premises have been rendered substantially untenable because of absence of access or supply of any necessary service or amenity;
- 27.1.2 There is destruction or damage to the building or parts thereof, whether or not the premises are involved and the Landlord determines to put an end to the tenancies in the building in order to engage in reconstruction, renovation, repair or rebuilding;
- 27.2 The termination under **Clause 27.1** shall be by thirty (30) days written notice given by the Landlord to the Tenant.

27.3 In the event of any dispute as to whether the premises have been rendered substantially unleaseable, or the amount of the remission of rental and the extent to which the Tenant is deprived of beneficial occupation and enjoyment of the premises, the decision of an architect appointed by the Landlord and Tenant approved by either the National Construction Council or the Board of Architects and quantity Surveyors who will act as an expert and who shall determine the liability for their charges which shall be paid accordingly, and the decision shall be final and binding upon the parties.

28. NOTICES ON TERMINATION OF THE LEASE

28.1 Either party shall, when desirous of terminating the lease for any reasons, give the other party a written notice.

28.2 The Tenant shall be required to give Landlord a written Notice of Termination of Three (03) months or in lieu thereof, shall pay Three (03) months' rent.

28.3 The Landlord shall be required to provide the Tenant with a three (3) months' notice of intention to terminate this agreement when need be or in lieu thereof, shall pay Three (03) months' rent.

29. TENANT'S WARRANTIES AND CONDITIONS

29.1 GENERAL:

29.1.1 Within thirty (30) days after the commencement date of this lease the Tenant shall give the Landlord written notice of any defects in the premises (including adjacent yards) with particulars of any appurtenances which are defective or missing and in the absence of such notice (or after the remedying by the Landlord of any matter complained of in the notice) the Tenant shall be deemed to have accepted the premises and appurtenances as being complete and without defect and in good order and repair;

29.1.2 At all times during the currency of this Lease the Tenant shall care for and maintain in good order and repair the interior of the premises (including adjacent yards), the electrical, drainage and sanitary works, the thermostats, door locks, and the appurtenances therein and at the termination or expiry of the lease for whatever reason return and redeliver the same to the Landlord in good order and repair and shall make good and repair at its own cost any damage, breakages or, in the alternative,

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reimburse the Landlord for the cost of replacing, repairing or making good any broken, damaged or missing articles howsoever caused;

29.1.3 If the appurtenances and/or electrical, drainage and sanitary works, thermostats geysers and/or become defective (for any reason other than fair wear and tear) in the tenant premise, the Tenant shall be obliged to replace them at the Tenant's expense; and,

29.1.4 detracting from the generality of the above, the Tenant shall repair any damage caused to the premises which may be caused by forcible entry by the the Landlord.

30. SPECIFIC

The Tenant shall:

- (a) Insure and keep insured by a reputable insurance company, all the facilities which belong to the Tenant in his leased space during the lease period against loss and all other risks which are usually insurable in the like properties;
- (b) Keep all sewerage pipes, water taps and drains within or serving the premises free from obstruction or blockage;
- (c) At all times to keep the premises in clean, tidy and sanitary condition;
- (d) Not entitled to paint, affix or attach to the building any advertising signs, notices or other matter without the prior written consent of the Landlord and such consent shall not be unreasonably withheld by the Landlord (and any such signs, notices or other matter shall be removed by the Tenant prior to the end of its occupation of the premises and any damage caused thereby is made good by the Tenant;
- (e) Not to obscure any plate glass windows by painting or otherwise without Landlord's consent, and such consent shall not be unreasonably withheld by the Landlord;
- (f) Not drive into the walls or partitions or doors of the premises any screws or nails in such manner as may be calculated to damage the premises. Where authorized to do so, Tenant shall make good of the alterations before vacating the premises upon termination of lease;

- (g) Not change or interfere with or overload the electrical installation in the premises; not connect any electrical appliances to the lighting system nor allow the use of the electrical socket outlets, electrical cables for any purpose not in accordance with the stipulated rating for such installations; any such activities shall get approval from Property Manager or building caretaker under his supervision;
- (h) Not obstruct or interfere or tamper with any thermostats or air conditioning appliances in the premises or the building without Landlord's consent, and such consent shall not be unreasonably withheld by the Landlord;
- (i) Not place any heavy article in the premises without the Landlord's prior written consent, which shall not be withheld unreasonably;
- (j) The Tenant shall not alter or change any locks or any electrical, mechanical, telecommunications or electronic fixtures, air conditioning or ventilating units or equipment, fittings, painting or services installed by the Landlord without obtaining the prior written consent of the Landlord. Should consent be given the alterations and additions or repairs shall be carried out at the Tenant's cost by contractors approved by the Landlord.
- (k) Not permit the storage of motor vehicles and bicycles, packing cases or goods of any description whatsoever on the pavement of the property or in the entrance hall, staircase of the building or in the yard of any portion of the property;
- (l) Not pack or unpack goods except within the premises leased, and;
- (m) The Tenant shall give prompt written notice of any injury to or defect in the water and sanitation pipes, fittings and services and electrical cables and other fixtures serving the leased premises and the same shall be remedied with reasonable diligence by the Landlord. Should such injury or defect have been caused by the negligence or default of the Tenant or his employees, agents or contractors, the Tenant shall refund to the Landlord on demand, the cost of remedying the injury or defect.

31. LANDLORD WARRANTIES AND CONDITIONS

31.1 With the exception of the provisions of **Clause 30.1(a)**, the Landlord shall ensure and keep insured, by a reputable insurance company, the Property comprising the

leased premises during the lease period against loss, damage and all other risks which are usually insurable in similar properties;

- 31.2 The Landlord shall ensure proper functional state of networks and equipment of the centralized electrical system, water supply system, and components thereof, sewers, drains, piping, ducts and conduits other than the parts repairable by the Tenant as specified in this Agreement.
- 31.3 The Landlord shall repair and keep in good state the entire building including roofs and external walls, replacement of tiles, suspended ceiling of cracks and leakages of the main structure of the property comprising the Demised Premises and the roofs and all external walling thereof;
- 31.4 The Landlord shall maintain, repair and keep in the running order the lifts and Generators installed in the Demised Premises;
- 31.5 The Landlord shall provide adequate lighting to all parts of the said property which would normally be lighted or are dangerous if not lighted and especially the entrances to the Demised Premises;
- 31.6 Unless as provided by this Agreement, the Landlord warrants the Tenant peaceably holding and enjoying the Demised Premises for the lease without interruption by the Landlord or any person claiming through, under or trust for the Landlord.

32. PARTIES BREACHES

- 32.1 Subject as specifically provided herein, the Tenant shall be deemed to have breached the terms and conditions of this Lease and the Landlord may exercise any remedy available to him if the Tenant:
 - (a) Fails to pay any rent or other amount due by it to the Landlord in terms of this lease on due dates;
 - (b) Commits any other breach of the terms of this lease;
 - (c) Commits any breach of the terms of this lease under the Land Act, Cap 113 or other laws of Tanzania; (d) Becomes insolvent.
- 32.2 The Landlord shall be deemed to have breached the terms and conditions of this Lease and the Tenant may exercise any remedy available to the Tenant if the Landlord does not perform any of his obligations specified under **Clause 20** or any other clause specified under this Agreement within a reasonable notice period.

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33. RESPONSIBILITY FOR ELECTRICAL INSTALLATIONS AND WARRANT

33.1 The Tenant agrees that he shall be responsible for

- (a) The safety, safe use and maintenance of the electrical installations in the premise;
- (b) The safety of the conductors connecting the electrical installations to the point of supply;
- (c) Procuring, at his/her own cost, the issue of a valid certificate of compliance in respect of the electrical installations in the premises at the termination of this lease and after any alterations to the electrical installations in the premises have been affected.
- (d) In the event the Tenant fails to comply with the foregoing obligations and as a result the Landlord incurs any liability, the Tenant shall indemnify the Landlord against all claims, damages, or losses of any nature whatsoever which the Landlord may sustain as a result thereof.

33.2 The Tenant warrants that all goods on the premises will throughout the period of the lease be beneficially owned by the Tenant, and will not, throughout the period of the lease, be subject to any special notarial bond.

34. FIRE HAZARDS AND INSURANCE

34.1 Tenant:

34.1.1 The Tenant shall take out and maintain the following insurance from reputable insurance companies:

- (a) All-Risk property insurance covering loss or damage to Tenant's own property, including leasehold improvements, inventory, fixtures, furniture, and personal property, in an amount not less than the full replacement cost thereof; and
- (b) Adequate insurance for public liability.

34.1.2 The Tenant shall not at any time bring, allow to be brought or kept on the premises, do or permit to be done in the premises, any matter or thing or activity whereby the fire or any other insurance policy of the building may

be liable to become void or voidable or whereby the premium for any such insurance may be increased.

34.1.3 The Tenant shall not at any time bring, allow to be brought or kept on the premises, do or permit to be done in the premises, any matter or thing or activity whereby the fire or any other insurance policy of the building may be liable to become void or voidable or whereby the premium for any such insurance may be increased.

34.1.4 Where the premium for such insurance is increased as result of any act or omission contemplated above, whether with the Landlord's written consent or not, the Landlord, without prejudice to any of its rights, hereunder, may recover from the Tenant the amount of the increase immediately on notification from the Landlord and/or the insurance company to the effect that such additional premium has been charged.

34.2. Landlord:

34.2.1. The Landlord shall take out and maintain the following insurance from reputable insurance companies:

34.2.2. All-Risk property insurance policy covering loss or damage to the building and fixed equipment except the items insured by the Tenant as per **Clause 34.1.** in an amount not less than the full replacement cost thereof;

34.2.3. adequate insurance for public liability

34.2.4. Neither party to this lease shall be liable to the other for loss or damage caused by any risk covered by the all-risk property insurance required to be carried under this lease, or would have been covered had such party maintained the type and amount of insurance required herein, and each party to this lease hereby waives any rights of recovery against the other on account of such covered risks.

34.2.5. Where the premium for such insurance is increased as result of any act or omission contemplated above, whether with the Landlord's written consent or not, the Landlord, without prejudice to any of its rights, hereunder, may recover from the Tenant the amount of the increase immediately on notification from the Landlord and/or the insurance company to the effect that such additional premium has been charged.

35. CONFIDENTIALITY CLAUSE

- 35.1. The Parties agree to treat Confidential Information received from each other with the utmost care and not disclose it to third parties without prior written consent.
- 35.2. Confidential Information shall not, however, include any information that:
- 35.2.1. was publicly known and made generally available in the public domain before the time of disclosure by the disclosing Party to the receiving Party;
 - 35.2.2. becomes publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party;
 - 35.2.3. was already in possession of the receiving Party before time of disclosure, as shown by the receiving Party's written documents; or
 - 35.2.4. was or is obtained by the receiving Party from a third party lawfully in possession of such information and without a breach of such third party's obligations of confidentiality.
- 35.3. All Confidential Information of the disclosing Party shall be used by the receiving Party solely to perform its obligations under this MoU. During the term of this MoU and after that, the receiving Party will not directly or indirectly:
- 35.3.1. publish, disseminate, or otherwise disclose;
 - 35.3.2. use for the receiving Party's benefit or for the benefit of a third party; or
 - 35.3.3. deliver or make available to any third party, any Confidential Information of the disclosing Party, other than in furtherance of the purposes of this MoU and only then with the prior written consent of the disclosing Party.
- 35.4. The receiving Party will exercise all reasonable precautions to physically protect the integrity and confidentiality of the Confidential Information of the disclosing Party. Upon any termination of this MoU, or at the earlier request of the disclosing Party, the receiving Party will immediately return to the disclosing Party all Confidential Information of the disclosing Party provided to or developed by the receiving Party under this MoU, except for one copy of the Confidential Information of the disclosing Party which the receiving Party may retain solely for legal archival purposes.

36. USE OF PAPU TOWER LOGO AND EMBLEM

- 36.1. PAPU authorises the Tenant to use the PAPU Tower logo and emblem exclusively in connection with the marketing activities of the PAPU Tower Conference Center (Main Conference and Breakout Rooms).
- 36.2. This authorisation is granted free of charge for the duration of the Lease Agreement, that is, from 1st August 2025 to 31st July 2028.
- 36.3. The Tenant shall :
- 36.3.1. respect the graphic standards and guidelines of the visual identity of the PAPU Tower logo and emblem;
 - 36.3.2. not modify, alter or misappropriate the PAPU Tower logo or emblem;
 - 36.3.3. not use the PAPU Tower logo or emblem for political or religious purposes or in any way contrary to the objectives of PAPU as stipulated in the authorisation; and,
 - 36.3.4. submit any communication material that contains the PAPU Tower logo and/or emblem to PAPU for prior approval.
- 36.4. The Tenant recognizes that PAPU Tower logo and emblem remain the exclusive property of PAPU.
- 36.5. PAPU reserves the right throughout the duration of the authorisation to:
- 36.5.1. carry out a posteriori checks on the communication media made available to the target audience; and,
 - 36.5.2. request periodic reports on the use of the PAPU Tower logo and/or emblem.
- 36.6. Any use that does not comply with the authorisation granted may result in immediate revocation of the authorisation and termination of the rental contract, without prejudice to any legal recourse.

37. NAMING OF CONFERENCE FACILITIES AND BREAK OUT ROOMS:

The names to be used for conference facilities meeting room shall be provided by or approved the Landlord.

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38. CREATION OF WEBSITE AND SOCIAL MEDIA

- 38.1. The parties agree to the creation, operation and ownership of a website by the Tenant which shall be dedicated to the marketing activities of the PAPU Tower Conference Center.
- 38.2. The website and networks shall be created and administered by the Tenant, who will grant access rights to the Landlord for the oversight in ensuring the content posted do not infringe copyrights, intellectual property rights, moral decency, to name a view.
- 38.3. The Landlord shall not be liable for any content posted on the Tenant's website that violates intellectual property rights.
- 38.4. The website created by the Tenant, shall be shut down by the Tenant and confirmed by the Landlord upon the expiry of this Lease Agreement.

39. ALTERATIONS AND ADDITIONS

- 39.1. The Tenant shall not make any alterations or additions to the premises without the Landlord's prior written consent, which consent shall not be unreasonably delayed or withheld;
- 39.2. If it shall be a condition of any competent authority in respect of the grant or renewal of any licenses required by the Tenant to carry on the business for which the premises are hired that the premises shall be altered or renovated, the Landlord shall not be obliged, but the Tenant shall be obliged at his own expense to carry out such alterations or renovations PROVIDED that the Landlord's prior written consent, which consent shall not be unreasonably delayed or withheld and provided further that, before the work, the Tenant shall have sought Landlord's approval of the work.
- 39.3. The Tenant shall be responsible and at its own cost for any internal partitions and installations to the Demised Premises and any proposed partitions and installations shall only be carried out upon seeking and obtaining Landlord's prior written permission.
- 39.4. If any alterations or improvements are made by the Tenant, they will become the Landlord's property without any compensation being payable to the Tenant, if such installations or improvements shall form part of the premises and shall not be subject to renewal. However, alterations or improvements made by Tenant may

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be removed under supervision of Landlord or designated person and Tenant shall reinstate the property to the same condition as it was before.

40. STAMP DUTY

The Tenant shall pay within fourteen (14) days from the date of receiving four (4) copies of this Lease to the Tanzania Revenue Office, Stamp Duty of the amount, which shall have been assessed by the Stamp Duty officer and to return to the Landlord three copies of the lease duly stamped and executed.

41. SUPPLY, REPAIR, CLEANLINESS & REPLACEMENT OF WORNOUT FURNISHINGS, FIXTURES AND EQUIPMENT

41.1. Ordinary Maintenance

The Tenant shall, unless hereinafter specified to the contrary, maintain the said premises in good repair and tenantable condition during the continuation of this Lease.

41.2 Repair of Damage to the Demised Premises.

The Tenant shall repair the Demised Premises and keep them in good and substantial repair and rectify any damage to the Demised Premises and when necessary to rebuild the Demised Premises where such damage is in consequence of any act or default of the Tenant or anyone at the Demised Premises expressly or by implication with the Tenant's authority and under the Tenant control.

41.3 Supply and Replacement of Furnishing, Fixtures and Equipment

- (a) The Tenant shall supply furniture of the standard to be approved by the Landlord for the Restaurant located at the Second (2nd) Floor of the Demised Premises.
- (b) All replaced and repaired worn-out furnishings, fixtures and equipment procured under **Clause 41.3** shall at all times remain the property of the Tenant.

42. USER CLAUSES

42.1. Abandoning Premises

The Tenant shall not cease carrying on business in the Demised Premises or leave the demised premises continuously unoccupied for more than one (1) month without:

- (a) Notifying the Landlord, and;
- (b) Providing such caretaking or security arrangements as the Landlord shall reasonably require and the insurers shall require in order to protect the demised premises from Vandalism, theft, damage or unlawful occupation.

42.2. Pollution

The Tenant shall not discharge into the pipes serving the demised premises any oil or grease or any objectionable dangerous poisonous or explosive matter or substance and to take all reasonable measures to ensure that any effluent so discharged into the Pipes will not be corrosive or otherwise harmful to the pipes or cause obstruction or deposit in them.

42.3. Ceiling, Floor Loading and Machinery

The Tenant shall:

- (a) Not be allowed to bring in, or permit to remain in the Demised Premises any machinery, goods or other articles which may strain or damage the Demised Premises or any part of them;
- (b) Not without the written consent of the Landlord suspend anything from the walls or ceiling of the premises or use the same for the storage of goods or place weight on them;
- (c) Not install or use in or upon the Demised Premises any machinery or apparatus which will cause noise or vibration which can be heard or felt in nearby premises or outside the demised premises or which may cause structural damage.

42.4. Heating, Cooling and Ventilation

Tenant shall:

- (a) Not do anything which interferes with the heating, cooling or ventilation of the building or which imposes an additional load on any heating, cooling or ventilation plant and equipment in the Demised Premises or the Building.
- (b) Not operate the ventilation equipment in the demised premises otherwise than in accordance with the regulations for such purpose made by the Landlord from time to time.

Other User Clauses

The Tenant undertakes:

- (a) Not to erect any pole, mast, dish or wire (whether in connection with telegraphic, telephonic radio or television communication or otherwise) upon the premise without the prior written consent of the Landlord which shall not be unreasonably withheld.
- (b) Not to affix or exhibit on the outside of the Demised Premises or through any window of the Demised Premises nor display anywhere on the Demised Premises any placard, sign, notice, fascia board or advertisement except any sign permitted by virtue of any consent given by the Landlord pursuant to a covenant contained in this Lease.
- (c) Not to make connection with the pipes that serve the Demised Premises without the Landlord's prior written consent, which consent shall not be unreasonably withheld other than in accordance with plans and specifications approved by the Landlord and subject to consent to make such connection having been previously obtained from the competent statutory authority.
- (d) Not to do in or near the Demised Premises any act or thing by reason of which the Landlord may, under any statute incur, have imposed upon it or become liable to pay any penalty, damages, compensation, costs, charges or expenses.
- (e) Not to do or allow to remain upon the Demised Premises anything which may be or become or cause a nuisance, annoyance, disturbance, injury or damage to the Landlord or its other Tenant or to the owners or occupiers and customers of the adjoining spaces.
- (f) Not to use the Demised Premises for a sale by auction or for any dangerous, noxious, noisy or offensive trade business manufacture or occupation nor for any illegal or immoral act or purpose.
- (g) Not to keep any animal, fish, reptile or bird anywhere on the Demised Premises.
- (h) Not to stop up, darken or obstruct any windows or light belonging to the premises.

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4. GENERAL

Without prejudice to the generality of the above to comply in all aspects with the provisions of any statutes and any other obligations imposed by law or by any by-laws applicable to the Demised Premises or in regard to carrying on the trade or business for the time being carried on the Demised Premises.

5. INDEMNITY FOR NON-STATUTORY EXPENSES:

The Tenant shall pay to the Landlord on an indemnity basis all reasonable and proper costs, fees, charges, disbursement and expenses (including without prejudice to the generality of the above those payable to counsel, solicitors, surveyors and bailiffs) properly incurred by the Landlord in relation to or incidental to:

- (a) Every application made by the Landlord for a consent or licence required by the provisions of this Lease Agreement whether such consent or licence is granted or refused or preferred subject to any lawful qualifications or condition or whether the application is withdrawn (but not where consent is unreasonably withheld or proffered subject to unreasonable conditions contrary to the express provisions of this Lease) PROVIDED that the Landlord shall communicate to the Tenant amount of costs to be incurred before the Landlord undertakes to actually incur such cost or expense to secure consent or licence for the Tenant to approve.
- (b) The recovery or attempted recovery of arrears of rent or other sums due from the Tenant.
- (c) Any steps taken in contemplation of or in direct connection with the preparation and service with good cause of a schedule of dilapidation during or within six months after the expiration of the Term but in all respects relating to matters arising during the Term.
- (d) The Tenant shall be responsible for and to keep the Landlord fully indemnified against all damages, losses, costs, expenses, actions proceedings, claims and liabilities made against or suffered or incurred by the Landlord arising directly or indirectly out of:
- (e) Any act, omission or negligence of the Tenant or any persons at the Demised Premises expressly or impliedly with the Tenant's authority and under the Tenant's control, or

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- (f) Any breach or non-observance by the Tenant of the covenants, conditions or other provisions of this Lease or any of the matters to which this demise is subject.

6. NOTICE OF LEASING

Where a notice of termination has been served, the Tenant shall permit the Landlord at any time during the lease period to enter upon the premises and affix and retain anywhere upon the premises a notice for leasing the premises and during such period to permit persons with the written authority of the Landlord or its agent at reasonable times of the day to view the Demised Premises.

7. YIELDING UP

At the expiration of the Term, the Tenant shall:

- (a) Yield up the Demised Premises in good and substantial repair in accordance with the terms of this Lease provided the Tenant shall pay a sum equivalent to any loss of rent incurred by the Landlord (which shall be calculated as per rent for the premises) during such period as is reasonably required for the carrying out of works at the expiration of the term by reason of any breach of repairing and decorating covenants;
- (b) Give up all keys of the demise's premises to the Landlord, and;
- (c) Remove all signs erected by the Tenant in upon or near the Demised Premises and immediately to make good any damage caused by such removal.

8. INSPECTION

The Tenant shall permit upon reasonable notice at any time during the tenure, prospective purchasers of or agents instructed in connection with the sale of the Landlord's reversion or of any other interest superior to the term to view the Demised Premises without interruption provided they are authorized in writing by the Landlord or its agents.

9. APPLICABLE LAW

This Lease shall be governed by and construed in accordance with the laws of Tanzania.

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DISPUTE SETTLEMENT:

Should any dispute or difference arise between the Parties over any provision of this Agreement, such dispute or difference shall be settled as follows:

The Parties shall use their best endeavours to amicably settle any such dispute, by engaging each other to negotiate in good faith with due regard for their mutual interests with a view to reaching a fair and equitable solution that is satisfactory for both Parties.

In the event the Parties fail to reach an amicable settlement within a period of seven (7) days, the matter shall be brought before a sole arbitrator appointed by mutual consent between the Parties. The place of arbitration shall be agreed by both Parties. The arbitration proceedings shall be governed by the relevant arbitration law of Tanzania.

If the parties fail to resolve their disputes, controversy, claim or difference through such mutual consultation and/or discussion including arbitration either Party shall refer the dispute to a court of law or tribunal in Tanzania with jurisdiction to determine the dispute(s).

ACCIDENTS AND FORCE MAJEURE

ACCIDENTS

The Landlord shall not be responsible to the Tenant or to anyone at the Demised Premises expressly or by implication with the Tenant's authority for any accident occurring or injury suffered or for any damage to or loss of any chattel sustained at the Demised Premises unless such injury is caused by the gross negligence of the Landlord or resulting from a breach of Landlord's responsibility.

FORCE MAJEURE

The Landlord and the Tenant agree that, no party shall be responsible to the other for acts of GOD affecting this Lease.

TENANT'S PROPERTY AFTER EXPIRY OF TERM

After the Tenant has vacated the Demised Premises on the expiry of the Term, any property of the Tenant which remains in or on the Demised Premises and the Tenant fails to remove it within fourteen (14) days after being requested in writing by the Landlord to do so or if after using its reasonable endeavours the Landlord

50. DISPUTE SETTLEMENT:

Should any dispute or difference arise between the Parties over any provision of this Agreement, such dispute or difference shall be settled as follows:

- (a) The Parties shall use their best endeavours to amicably settle any such dispute, by engaging each other to negotiate in good faith with due regard for their mutual interests with a view to reaching a fair and equitable solution that is satisfactory for both Parties.
- (b) In the event the Parties fail to reach an amicable settlement within a period of seven (7) days, the matter shall be brought before a sole arbitrator appointed by mutual consent between the Parties. The place of arbitration shall be agreed by the Parties. The arbitration proceedings shall be governed by the relevant arbitration law of Tanzania.
- (c) If the parties fail to resolve their disputes, controversy, claim or difference through such mutual consultation and/or discussion including arbitration either Party shall refer the dispute to a court of law or tribunal in Tanzania with jurisdiction to determine the dispute(s).

51. ACCIDENTS AND FORCE MAJEURE

51.1. ACCIDENTS

The Landlord shall not be responsible to the Tenant or to anyone at the Demised Premises expressly or by implication with the Tenant's authority for any accident happening or injury suffered or for any damage to or loss of any chattel sustained in the Demised Premises unless such injury is caused by the gross negligence of the Landlord or resulting from a breach of Landlord's responsibility.

51.2. FORCE MAJEURE

The Landlord and the Tenant agree that, no party shall be responsible to the other for acts of GOD affecting this Lease.

52. TENANT'S PROPERTY AFTER EXPIRY OF TERM

- 52.1. If after the Tenant has vacated the Demised Premises on the expiry of the Term, any property of the Tenant which remains in or on the Demised Premises and the Tenant fails to remove it within fourteen (14) days after being requested in writing by the Landlord to do so or if after using its reasonable endeavours the Landlord

is unable to make such a request to the Tenant within twenty eight (28) days from the first attempt so made by the Landlord; the Landlord may as the agent of the Tenant sell such property and the Tenant will indemnify the Landlord against any liability incurred by it including mistaken belief held in good faith (which shall be presumed unless the contrary be proved) that such property belonged to the Landlord.

52.2. If the Landlord having made reasonable efforts is unable to locate the tenant the Landlord shall be entitled to retain such proceeds of sale absolutely unless the Tenant shall claim them within six (6) months of the date upon Which the Landlord vacated the demises premises.

52.3. The Tenant shall indemnify the Landlord against any damage occasioned to the Demised Premises and any actions, claims, proceedings, costs, expenses and demands made against the Landlord caused by or related to the presence of the property in or on the Demised Premises.

53. RIGHTS IN COMMON

53.1. The Tenant and all persons expressly or by implication authorized by it shall have the right in common with the Landlord and all other persons having a like right to use the building's common parts for the purposes of access to and egress from the building and for all purposes in connection with the use and enjoyment of the Demised Premises including the rights;

53.2. To have access to and egress from the car park area on specific spaces allocated by the Landlord for private motorcars PROVIDED that the Landlord by a written notice may reposition or reallocate the car parking spaces for the interest of good estate management.

53.3. To use such toilets in the building reasonably proximate to the Demised Premises as shall be designated by the Landlord from time to time.

53.4. To the free passage and running of water, sewage, gas electricity telephone and other services or supplies (subject to temporary interruption for repair alteration or replacement) to and from the Demised Premises in and through the pipes that now or during the lease term serve the Demised Premises presently laid in or over or under other parts of the building or the estate.

53.5. To display in the reception area common board, of the building a name plate or sign in positions and of sizes to be specified by the Landlord showing the Tenant's name and any other details approved by the Landlord such approval not to be unreasonably withheld or delayed.

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54. PLATE GLASS AND WINDOW PANELS

Tenant shall be responsible for any plate or other glass, both internal and external and window panels contained in the demised premises and shall be obliged at its expense to replace any such glass as may be damaged, by negligent acts of the Tenant.

55. REIMBURSEMENT TO THE LANDLORD

Should the Tenant fail to fulfil any obligation or to perform any act which it was obliged to fulfil or perform in terms of any Clause of this Lease Agreement, the Landlord shall be entitled but not obliged to fulfil such obligation or to perform such act for and on behalf of the Tenant and the Tenant shall be liable for all or any costs incurred by the Landlord thereby or as a consequence of such fulfilment or performance; and the Tenant shall reimburse all such costs to the Landlord within thirty (30) business days. PROVIDED that, the Landlord shall not be reimbursed for any unreasonable cost incurred.

56. TERMINATION CLAUSES

56.1. TENANT

Whenever the Tenant shall desire to terminate the term hereby granted before the end of the lease term, he shall give to the Landlord three (3) months days prior notice in writing of such desire and shall, up to the time of such termination, pay the rent and reasonably observe and perform the covenants on its part hereinbefore reserved and contained; and immediately on expiration of such notice the present Demised Premises and everything herein contained shall seize and be void but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant.

56.2. LANDLORD

56.2.1. The Landlord shall have the right to terminate this lease upon the occurrence of any of the breaches of the terms and conditions herein stipulated.

56.2.2. Notwithstanding the provisions of **Clause 60.2.1** above, the Landlord may for any other reasonable cause not herein provided for, determine the term hereby granted before the end of the granted lease term, by serving upon the Tenant a written three (3) months notice to that effect.

57. REDEVELOPMENT

Notwithstanding anything to the contrary herein contained it is hereby agreed that in the event of the Landlord deciding to rebuild or make any structural alterations to the said Building, the Landlord shall have the right to cancel this Lease upon giving the Tenant Three (3) months' notice in writing to this effect.

58. SEVERABILITY

Should any provision of this Lease Agreement be unenforceable in law, the Landlord or Tenant shall have the right to regard such provision as being severable from the remaining terms and conditions of this Lease Agreement in which case the remainder of this Agreement shall continue to apply.

59. AGREEMENT AND VARIATIONS

This Agreement of Lease constitutes the whole agreement between the Landlord and Tenant and no warranties or representations whether express or implied not stated herein shall be binding on the parties. Variations to the terms and conditions of this Lease or any renewals and extensions thereof must be in writing and signed by the Landlord and Tenant.

60. EXTENSION OF THE LEASE CLAUSE

Three (3) months before expiration of the term of this lease, the Landlord may offer, and the Tenant may accept extension of the lease on such terms as may mutually be agreed upon by the parties.

61. RENEWAL OF THE LEASE CLAUSE

If the Tenant shall be desirous of taking a new lease of the Demised Premises after the expiration of the Term hereby created and if the Tenant shall have delivered to the Landlord notice in writing of not less than three (3) months before the expiration of the current lease the Landlord may renew the lease on terms and conditions and at such rent as may be then mutually agreed between the Landlord and Tenant.

62. AMENDMENT TO THE LEASE AGREEMENT

This Lease Agreement shall be amended by mutual written agreement of the Parties. Each Party can propose a modification of this Lease Agreement by sending a written request to the other Party. If the proposed modifications are agreed upon, an amendment will be signed and come into force on the day of the




last signature. If the proposed modifications are not agreed upon, this agreement may be terminated pursuant to the provisions of **Clause 56**.

63. ATTESTATION

In WITNESS WHEREOF the parties hereto have executed these presents in the manner and on the day hereinafter appearing.

SIGNED and STAMPED on behalf of Tanzania Communications Regulatory Authority (TCRA) as one PARTY, this 01st day of August, 2025


Digitally Signed By JABIRI KUWE BAKARI
Fri Aug 01 18:23:50 EAT 2025
.....
DIRECTOR GENERAL

WITNESS:

Name:
Capacity
Postal Address.....
Signature


Digitally Signed By FRANCIS CECIL RAMADHANI
Fri Aug 01 19:19:49 EAT 2025
Ag. DLS FRANCIS CECIL RAMADHANI

SIGNED and STAMPED on behalf of Pan African Postal Union (PAPU) as one PARTY, this 1st day of August, 2025


.....
SECRETARY GENERAL

WITNESS:

Name Philippe Arnaud SAWADOGO
Capacity Head, Policy, Regulation and legal Affairs
Postal Address Go 26 Arusha
Signature.....

SIGNED and STAMPED on behalf of One Inter Travel Limited as one PARTY, this 01st day of AUGUST, 2025


.....
MANAGING DIRECTOR


WITNESS:

Name of NEEMA VEDASTUS
Capacity ADVOCATE
Postal Address 20251, DAA, DAR ES SALAAM
Signature Magangha





APPENDIX 1

RENT PAYMENT SCHEDULE

Year	Quarter Dates	Quarter	Quarterly Payment Dates	Rental Amount (VAT exclusive)	VAT	Rental Amount (VAT Inclusive)	Withholding Tax	Net Rental Payable Amount
1	01 August -31 October 2025	First Quarter	Aug-25	84,812,662.37	15,266,279.23	100,078,941.60	8,481,266.24	91,597,675.36
	01 November 2025 - 31 January 2026	Second Quarter	Oct-25	254,437,987.12	45,798,837.68	300,236,824.80	25,443,798.71	274,793,026.09
	01 Feb - 30 April 2026	Third Quarter	Jan-26	254,437,987.12	45,798,837.68	300,236,824.80	25,443,798.71	274,793,026.09
	01 May - 31 July 2026	Fourth Quarter	Apr-26	169,625,324.75	30,532,558.45	200,157,883.20	16,962,532.47	183,195,350.73
2	01 August -31 October 2026	First Quarter	Jul-26	254,437,987.12	45,798,837.68	300,236,824.80	25,443,798.71	274,793,026.09
	01 November 2026 - 31 January 2027	Second Quarter	Oct-26	254,437,987.12	45,798,837.68	300,236,824.80	25,443,798.71	274,793,026.09
	01 Feb - 30 April 2027	Third Quarter	Jan-27	254,437,987.12	45,798,837.68	300,236,824.80	25,443,798.71	274,793,026.09
	01 May - 31 July 2027	Fourth Quarter	Apr-27	169,625,324.75	30,532,558.45	200,157,883.20	16,962,532.47	183,195,350.73
3	01 August -31 October 2027	First Quarter	Jul-27	254,437,987.12	45,798,837.68	300,236,824.80	25,443,798.71	274,793,026.09
	01 November 2027 - 31 January 2028	Second Quarter	Oct-27	254,437,987.12	45,798,837.68	300,236,824.80	25,443,798.71	274,793,026.09
	01 Feb - 30 April 2028	Third Quarter	Jan-27	254,437,987.12	45,798,837.68	300,236,824.80	25,443,798.71	274,793,026.09
	01 May - 31 July 2028	Fourth Quarter	Apr-28	169,625,324.75	30,532,558.45	200,157,883.20	16,962,532.47	183,195,350.73



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	01 May - 31 July 2028	Fourth Quarter	Apr-28	169,625,324.75	30,532,558.45	200,157,883.20	16,962,532.47	183,195,350.73