

LEASE AGREEMENT

Between

MGALLAH HOLDINGS

And

HORN & HORIZON SAFARIS COMPANY LIMITED

Drawn By:

LA (Advocate),

Company Lawyer,

P.O. BOX. 3123,

Arusha

IN THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999

(NO.4 of 1999)

CONTRACT OF LEASE

(Under Section 64)

LAND: C.T. NO.

PLOT NO.5/7S”

BLOCK “X”

Col. Middleton Road

I, MGALLA HOLINGS COMPANY LIMITED of P.O.BOX 199 ARUSHA, HEREBY AGREE to lease part of the property cited under the above reference to **HORN & HORIZON SAFARIS COMPANY LIMITED** of P.O.BOX 1441 Arusha

1. **Description of the land to be demised:**
Part of the Building Situated on the above described property.
2. **Duration:** The lease period shall be for a period of one year (1) effective from 1st of July 2025
3. **Purposes of Lease:** Office and parking purpose only.
4. (a) **Rent:** Tshs. 4,000,000/= per month for the whole leased area.
(b) **Mode of payment:** Rent shall be paid in quarterly basis and the first installment shall be paid on the date of signing this contract
5. **Date of execution of Lease:** Upon signing this agreement.
6. **Date of delivery of possession of the demised premises to Tenant:** Upon signing this agreement.

7. **Covenants by the Tenant**

- 7.1 To keep the exterior of all windows and the interior of the said premises including all doors windows, floors, ceilings, sanitary and water apparatus and fittings clean and in good and

tenantable repair order and condition and at the end of the lease period to make good the house and premises in similar condition found at the beginning of the lease.

7.2 To pay water and electricity bills in respect of the demised premises during the tenancy.

7.3 To pay the said rent after the deduction of 10% Withholding Tax, as provided "*under section 83 of the Income Tax Act Cap 332, supported by paragraph 4(c) of the First schedule of the Income Tax Act*".

7.4 To use the said premises for purposes set out in clause 3 only.

7.5 The tenant shall not assign, change sublet or part with the possession of the demised premises or any part thereof without the written consent of the Landlord. Such consent shall not be refused unreasonably.

7.6 To permit the lessor and or its agents to enter the said premises at any time for the purpose of viewing the condition thereof.

7.7 During the term of this agreement the tenant shall not use or permit the demised premises to be used for any improper, immoral or illegal purposes and shall not do or permit any act which causes or may cause annoyance, inconvenience, nuisance to the occupiers of neighboring property or use of abusive language

8. Covenants by the Lessor:

8.1 To pay all present and future rates taxes assessments and outgoings payable in respect of the said premises as imposed by any competent authority.

8.2 To pay all previous water, electricity bills outstanding prior to date of the lessee's occupation.

8.3 That the tenant paying the said rent and performing and observing all his obligations under this Agreement may quietly enjoy the said land during the tenancy without any lawful interruption by the lessor or any person rightfully claiming through or under or in trust for him.

9. The lease is renewable after expiry of the tenancy period upon any party giving the other party one-month notice of intention to renew. If the Landlord intends to review the rent payable, he shall give the Tenant a notice two months before the renewal of the lease;

10. The lease agreement will be discussed during every end of the year of the tenancy period to review the agreement for any changes or development that need to be discussed on the agreement.

11. Any part not intending to renew the lease shall serve to the other notice in writing expressing such intention at least 6 Months prior to expiration thereof.

12. Any notice which either party, may, or is required to give, shall be given by mailing same, postage prepaid, to the Tenant at the premises, or the Landlord at the address shown above, or at such other places as may be designated by the parties from time to time.

13. That all dispute arising out of or relating to the performance of this lease which cannot be settled by the mutual agreement of the parties hereto shall be submitted to a single arbitrator appointed in accordance with the provisions of the Arbitration Act, 2020 of the Laws of Tanzania. The arbitration shall be held at a place in Tanzania to be chosen by the Arbitrator. The decisions for the arbitrator shall be final and binding upon parties.

14. Judgement upon the Award rendered by the Arbitrator maybe entered in any Court of competence jurisdiction;

15. The Agreement would terminate in the event of the Tenant’s failure to pay the required rent as stipulated in Paragraph 4 (a) of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in the manner as appearing hereunder.

Dated at Arusha this 1st day of JULY, 2025

Mgallah holdings company limited

(Lessor)

Signature

For and on behalf of **HORN & HORIZON SAFARIS COMPANY LIMITED**

(lessee) duly authorized.

1. NAME: Godian Method
- ADDRESS: P.O.BOX 1441 ARUSHA
- QUALIFICATION: **Genal Manager**
- SIGNATURE:

BEFORE ME:

NAME: HENRY SIMON KATUNZI

SIGNATURE:

ADDRESS: P.O.BOX 1441 ARUSHA.

OCCUPATION: ADVOCATE

