

LEASE AGREEMENT

BETWEEN

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

AND

'INTREPID TRAVEL TANZANIA LIMITED'

**"IN RESPECT OF 20.0 SQUARE METERS GROUND FLOOR OF THE PAPU
HOUSE IN ARUSHA CITY"**

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

LEASE AGREEMENT

THIS LEASE AGREEMENT is made on this Day of
Year **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 in joint venture with **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

'INTREPID TRAVEL TANZANIA LIMITED' a limited liability company incorporated under the Companies Act 2002, of P.O BOX 6101, ARUSHA, Tanzania (hereinafter referred to as "**TENANT**" which expression where the context admit shall include his/her heirs or assignees) of the other part.

A. **WHEREAS** the Landlord is the holder 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 "**Demised Premises**") and that the Landlord desires to lease the said premises to the Tenant;

AND

B. **WHEREAS** the Landlord has contracted the Services of Letting and Management of the **Demised Premises** to **PROLATY CONSULT LTD** who, among other activities, oversees all the issues pertaining to the **Demised Premises** on behalf of the Landlord and, for avoidance of doubt, manages and supervises all the services as listed in item no 2.4.7;

AND

C. **WHEREAS** the Tenant has presented himself to the Landlord as having the capacity, desire and willingness to lease part of the **Demised Premises "as" SHOP SPACE** 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.

PART A:

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 The building shall mean the PAPU HOUSE or the Property in which the premises are situated, including any extensions or additions thereto from time to time;
- 1.3 "Common area" shall mean those portions of the building and property including parking bays and walkways other than those actually let or capable of being let to individual tenants;
- 1.4 "The designated person" shall mean the Landlord employees, directors, agents, independent contractors and representatives;
- 1.5 "The property" shall mean the property upon which the building is situated;
- 1.6 The Property Manager shall mean the Landlord's Agent contracted to administer leases.
- 1.7 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;
- 1.8 The headings are used for convenience only and must not be used as an aid to the interpretation of the Lease Agreement;
- 1.9 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;
- 1.10 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;

- 1.11 Wherever this Lease Agreement provides that the Tenant shall have no remedy, that shall be construed as a waiver by the Tenant of 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;
- 1.12 "Term" means the period for the duration of this lease under Clause 2.1
- 1.13 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 panes, window frames and air conditioning units.
- 1.14 "Service Charge" shall mean the total amount (excluding finance charges) reasonably and actually incurred by the Landlord in relation to the Building and the Property, including, but without limiting the generality hereof, the costs and charges as outlined in 2.4.6 below.

PART B

1 LAND USE

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

2 THE LEASE

2.1 DEMISED PROPERTY AND TERM,

IN CONSIDERATION of the rent and the mutual covenants hereinafter reserved and contained the Landlord hereby demises unto the Tenant the office space on the Ground Floor measuring **20.0 square meters for tourism activities** (Hereinafter called the Demised Premises) of PAPU House Arusha, commercial Building situated at Plot No. 114 Block Z, along the Namanga-Moshi Road, Arusha to be used for commercial ONLY. TO HOLD the demised premises unto the Tenant from 1st October, 2024 to 30th September 2027 for a term of Three (3) years (hereinafter called ("the Contractual Term")) **PROVIDED** during the lease term the Tenant shall deliver to the Landlord a Ninety (90) days written notice before the end of lease term expressing the intention to terminate or renew the lease and in either case such notice must be issued, in writing not later than 30th June, 2027; subject nevertheless to the provisions for renewal hereinafter

contained, yielding and paying thereof during the term the rent as agreed in the following clause: -

2.2 OCCUPATION

2.2.1 If the Landlord is unable to give the Tenant occupation of the premises on the commencement date for any reason whatsoever, including (without limiting the generality of a foregoing) the premises being incomplete or in a state of disrepair or an existing Tenant not having vacated the premises, the Tenant shall accept occupation and commence paying rental on such later date on which the premises are available.

2.2.2 Should the building be incomplete at the commencement of this lease and, the Tenant acknowledges that it may suffer a certain amount of inconvenience from building operations and from noise and dust resulting therefrom, as well as from the interruption in the supply of electricity, air conditioning or other amenities or the complete cessation of such amenities and that it will have no remedy by reason of any such inconvenience during the period of completion.

2.3 RENT

2.3.1 Monthly Rent Totalling to **USD 259.60** per month **VAT Inclusive**

2.3.2 **Rent Payable Semi-annually in Advance** totalling **USD 1,557.60 VAT Inclusive**

2.3.3 The payment will be via correct TAX INVOICE issued under the name of **PAPU TCRA COLLECTION ACCOUNT**.

2.3.4 The said rent shall be payable Semi-annually in advance in favour of the **PAPU TCRA COLLECTION ACCOUNT**.

2.3.5 Or the same shall be wire transferred to the following accounts: -

NAME:	PAPU TCRA COLLECTION ACCOUNT
ACCOUNT NUMBERS:	40810194229 (TZS) 40810194230 (USD)
BANK NAME:	NMB BANK PLC
BRANCH:	CLOCK TOWER
BRANCH CODE:	408
BRANCH ADDRESS:	P.O.BOX 3093, ARUSHA
BANK ADDRESS:	P.O.BOX 9213, OHIO STREET, DAR ES SALAAM, TANZANIA
EXCHANGE RATE:	Shall be the selling price of the prevailing market
CORRESPONDENCE BANKS:	
USD PAYMENTS:	CITIBANK NY
EURO PAYMENTS:	RABOBANK
GBP PAYMENTS:	RABOBANK

2.3.6 SEE BELOW TABLE CALCULATIONS: -

TABLE 1.0 BREAKDOWN OF RENT PAYMENT

RENT BREAKDOWN						
Description	SQM	Rate (USD)	RENT (EXCL VAT)	VAT	TOTAL WITH VAT	Payable Semi-annually
Rent	20.00	11.00	220.00	39.60	259.60	1,557.60
SECURITY DEPOSIT						220.00
TOTAL AMOUNT PAYABLE BEFORE OCCUPATION						1,777.60

2.4 **SERVICE CHARGE**

2.4.1 Monthly Service Charge totalling to **USD 47.20 VAT Inclusive**

2.4.2 **Payable Service Charge Semi-annually in Advance** totalling **USD 283.20 VAT Inclusive**

2.4.3 The said Service Charge shall be **Payable Semi-annually in Advance** without any deductions, by cheque drawn in favour of the **PROLATY CONSULT LTD** (the Property Manager) Or the same shall be **wire transferred** to the account as detailed in 2.4.4 below: -

2.4.4 The payment will be via correct tax invoice issued under the name of **PROLATY CONSULT LTD**

Account Name: **PROLATY CONSULT LTD.**
 Bank Name: **CRDB Bank Ltd**
 Branch: **PUGU BRANCH**
 Account Number: **0250329090900 (USD)**
0150329090904 (TZS)

2.4.5 The payment will be via correct TAX INVOICE issued under the name of **PROLATY CONSULT LTD**

2.4.6 SEE BELOW TABLE CALCULATIONS: -

TABLE 2.0 BREAKDOWN OF SERVICE CHARGE PAYMENT

RENT BREAKDOWN						
Description	SQM	Rate (USD)	RENT (EXCL VAT)	VAT	TOTAL WITH VAT	Payable Semi-annually
Service Charge	20.00	2.00	40.00	7.20	47.20	283.20
TOTAL AMOUNT PAYABLE BEFORE OCCUPATION						283.20

2.4.7 The Service Charge managed under the Property Manager shall cover costs of the following items: -

1. Water supply to common areas;
2. Building maintenance and Repair;
3. Maintenance, repair and running (servicing) costs in respect of air-conditioning, electrical installation standby (generators) equipment, pumps, lifts, escalators and other mechanical, security or fire protection system and equipment;
4. Cleaning to common areas and garbage or refuse collection;
5. Security services (man guards);
6. Building amenity costs, including towel and other toilet services and the cost of maintaining indoor and outdoor gardens, plants (landscape maintenance) and fumigation;
7. The costs of electricity, water, oil or other fuel used in the common areas of the building namely lobby, security lights and power used to run lifts, security systems and water pumps of the buildings.

The Landlord shall endeavour to ensure that each lettable space/ unit is separately metered. However, in the event that the above arrangement is impossible or impracticable, each Tenant's liability for the electricity consumption in his/her Demised Premises shall be apportioned and shared proportionately with other Tenants on a prorata basis.

2.4.8 Where the Tenant pays rent in a mode different from that stipulated under clause 2.3, and 2.4 by either paying six months, one year or all of the contractual period in advance, and without a conduct of breach of the Lease by the Landlord, the Tenant decides to terminate the Lease Contract for reasons best known to him, before the expiration date, the difference and or balance thereof shall not be refunded by the Landlord.

2.5 **VALUE ADDED TAX**

2.5.1 All rentals and monies referred to in clause 2.3, and 2.4 shall be paid by the Tenant.

2.5.2 The Tenant shall pay to the Landlord Value Added Tax (VAT) at the prescribed rate and as noted in the generated invoice in accordance with the relevant legislation.

2.6 **MODE OF PAYMENT OF RENT AND OTHER CHARGES**

2.6.1 The payments shall be made in USD or Tanzania Shillings as per the exchange rate of BOT at the period of rental payment. The rental and the attributable value added tax thereon and any other amount payable monthly in terms of this Lease shall be paid **Semi-annually** in advance, free of exchange and bank charges on or before the first day of each month without deduction or set-off to the Landlord throughout the period of this Lease and any renewal and extension thereof.

2.6.2 Payment of rental and any other charges shall be by means of a cheque in favour of the **PAPU TCRA COLLECTION ACCOUNT** and/or the Management Agent as directed in the offer or wired transfer to the Account.

2.7 **FAILURE, NEGLECT OR REFUSAL TO PAY RENT.**

2.7.1 Where and whenever the rent remains unpaid for thirty (30) days from the date when such rent fell due, the **Landlord** may exercise the right of termination of this lease forthwith.

2.7.2 Without prejudice to clause 2.7.1 above, whenever the Tenant fails or neglects or refuses to pay rent and service charges within thirty (30) days after falling due, the Landlord shall charge the Tenant, and the **Tenant** shall pay on demand interest on overdue sums at a rate of **2%** 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 name of Landlord (**PAPU TCRA COLLECTION ACCOUNT**).

2.7.3 The 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.

2.7.4 The Landlord shall be entitled in its sole and absolute discretion to appropriate any amounts received from the Tenant (whether the Tenant has allocated it or not) towards the payment of any cause or debt or amount owing by the Tenant to the Landlord arising out of this lease.

2.8 SECURITY DEPOSIT

- 2.8.1 Upon signing this Lease Agreement, the Tenant shall pay the Landlord a security deposit which is equivalent to one month rent. This security deposit cannot be treated by Tenant as payment of the last month of rent or any other amounts due to the Landlord.
- 2.8.2 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 on cancellation of the Lease. 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.
- 2.8.3 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.

3 ELECTRICITY AND GENERATOR FUEL PAYABLE BY THE TENANT

- 3.1 The Tenant shall be liable for and shall pay on demand for actual charges arising out of its use of electric current and generator fuel in respect of: -
- 3.1.1 The demised premises;
- 3.1.2 The building and/or property which are attributable to the use of the Tenant;
- 3.1.3 The Tenant's liability for such charges shall be in accordance with sub-meters, which the Landlord shall endeavour to install. 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 prorata basis.
- 3.2 Should the Tenant fail to pay the charges and/or value added tax thereon for electricity and other services supplied to its premises within 7 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.

4 RATES AND OTHER CHARGES

Property Tax, Land Rent in respect of the building shall be paid by the Landlord.

5 WITHHOLDING TAX

The Tenant shall withhold/deduct applicable on rent and service charge and pay directly to TRA as withholding charges and avail receipt to the Property Manager.

6 LOCKOUT

If and whenever during the said term the rent remains unpaid for 30 days from the date when such rent fell due 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.

7 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 or;
- (b) Destruction thereof by fire, water, or;
- (c) 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.

8 COMMUNICATIONS

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

LANDLORD'S AGENT: (Property Manager)

PROLATY CONSULT LIMITED

VICTORIA HOUSE 5TH FLOOR WING B

P.O BOX 35425

DAR ES SALAAM.

TEL : +255-714527444,

MOBILE : +255-782703129, +255-713505870

Email : Prolaty@prolaty.co.tz

Website: www.prolaty.co.tz

Attention:

Property Manager- PAPU Headquarters Tower-Arusha

Mobile No. +255-657965000

Email: zenobius.mwalongo@prolaty.co.tz

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

INTREPID TRAVEL TANZANIA LIMITED,

P.O BOX 6101,

ARUSHA, TANZANIA.

- 8.3 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) Fax, e-mail, upon sending and receipt by the sender of a satisfactory confirmation notice.

9 EXCLUSION AND WARRANTIES

- 9.1 The premises shall be used for the purposes stipulated in Clause 2

- 9.2 The Tenant shall be obliged to take all steps (including Incurring costs if necessary) 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.

10 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.

11 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 neighbouring premises.

12 SUB-LETTING AND TRANSFER OF OWNERSHIP

12.1 The Tenant 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 Tenant wishing to sub-let, then application for the consent of the Landlord shall be made to the Landlord:

12.1.1 In writing setting out the name, address and business information of the proposed subtenant (if any);

12.1.2 Not less than 60 days prior to the date on which it is contemplated that the proposed sub-lease shall commence.

12.1.3 Notwithstanding 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.

- 12.2 The Tenant shall further 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,~~

13 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 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.

14 LANDLORD'S REGULATIONS

The Tenant agrees to comply with the Landlord's security and fire protection 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.

15 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 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.

16 LANDLORD'S RIGHT OF ENTRY

- 16.1 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 if the Landlord should desire to do so. 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.

16.2 If the exercise by the Landlord of its rights hereunder would result in interference with the Tenant or the Tenant's business, it and/or the designated person shall nonetheless be entitled to exercise such rights, subject to 7 days' notice. In case of emergency a reasonable notice shall be given to the Tenant.

16.3 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.

17 DAMAGE TO PREMISES

17.1 The **Landlord** may terminate this lease if:

17.1.1 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;

17.1.2 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;

17.1.3 The termination under Clause 17.1 shall be by thirty (30) days written notice given by the Landlord to the Tenant.

17.1.4 In the event of any dispute as to whether the premises have been rendered substantially unlettable, 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 and 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.

18 TENANT'S WARRANTIES AND CONDITIONS

18.1 **GENERAL: -**

18.1.1 Within 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 (even if such notice is required for information purposes only and the Landlord is not required to remedy such defects) 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;

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

18.1.3 If the appurtenances and/or electrical, drainage and sanitary works, thermostats geysers and/or become defective (for any reason including by reason of fair wear and tear), the Tenant shall be obliged to replace them at the Tenant's expense; and,

18.1.4 Without 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 Tenant.

18.2 **SPECIFIC**

18.2.1 The **TENANT** shall: -

- (a) Ensure and keep ensured by a reputable insurance company, all the facilities which belongs to 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 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;
- (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 authorised 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;
- (i) Pay for electricity based on its usage and generator fuel as will be apportioned from Property Management office; and pay for replacements of all fluorescent tubes, starters, ballasts and incandescent bulbs used in the premises
- (j) Not place any heavy article in the premises without the Landlord's prior written consent, which shall not be withheld unreasonably;
- (k) 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 or services installed by the Landlord without obtaining the prior written consent of the Landlord. ~~Should consent be given, the alterations and additions shall be~~
carried out at the Tenant's cost

(l) Not permit the

in the entrance hall, staircase of the building or in the yard of any portion of the property, and;

- (m) Not pack or unpack goods except within the premises leased.
- (n) 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.

19 LANDLORD WARRANTIES AND CONDITIONS

- 19.1 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;
- 19.2 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.
- 19.3 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;
- 19.4 The Landlord shall maintain, repair and keep in the running order the lifts and Generators installed in the demised premises;
- 19.5 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;
- 19.6 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.

20 PARTIES BREACHES

20.1 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.

20.2 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.

21 RESPONSIBILITY FOR ELECTRICAL INSTALLATIONS AND WARRANT

21.1 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.

21.2 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.

21.3 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.

22 FIRE HAZARDS AND INSURANCE

- 22.1 The Tenant shall take an independent comprehensive premium for:
- 22.1.1 insuring his own goods;
 - 22.1.2 adequate insurance for public liability
- 22.2 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;
- 22.3 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;

23 ALTERATIONS AND ADDITIONS

- 23.1 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;
- 23.2 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.
- 23.3 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.
- 23.4 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 be removed under supervision of Landlord or designated person and Tenant shall reinstate the property to the same condition as it was before.

24 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.

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

25.1 Ordinary Maintenance

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

25.2 Renovations and Improvements

During the term of this Lease, the Tenant shall carry out at its own expense any renovations and improvements to the premises the Tenant considers desirable, **PROVIDED** that the Tenant shall seek prior written consent of the Landlord, which consent shall not be unreasonably delayed or withheld.

25.3 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's control.

25.4 Cleanliness

The Tenant shall clean the demised premises and keep them in a clean condition.

25.5 Replacement of Worn-Out Furnishing, Fixtures and Equipment

25.5.1 The Tenant shall, subject to the consent of the Landlord, replace fixtures, fittings and equipment in the Demised Premises which may be or become beyond repair at any time during or at the expiration of the term.

25.5.2 All replaced worn-out furnishings, fixtures and equipment procured under Clause 25.4.1 shall at all times remain the property of the Landlord.

26 USER CLAUSES

26.1 Abandoning Premises

26.2 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: -

26.2.1 Notifying the Landlord, and;

26.2.2 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.

26.3 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.

26.4 Ceiling, Floor Loading and Machinery

26.4.1 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 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.

26.5 Heating, Cooling and Ventilation

26.5.1 The 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.

27 Other User Clauses.

27.1 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.
- (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 use the Demised Premises other than as **Tourism activities** for purposes of carrying out the Tenant's licensed and authorised business, as at the date of commencement of the Lease.
- (h) Not to keep any animal, fish, reptile or bird anywhere on the Demised Premises.
- (i) Not to stop up, darken or obstruct any windows or light belonging to the premises.

27.2 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.

28 INDEMNITY FOR NON-STATUTORY EXPENSES

- 28.1 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:

- 28.1.1 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).
- 28.1.2 The recovery or attempted recovery of arrears of rent or other sums due from the Tenant.
- 28.1.3 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.
- 28.1.4 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:
- 28.1.5 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
- 28.1.6 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.

29 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.

30 YIELDING UP

At the expiration of the Term, the Tenant shall:

30.1 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;

30.2 Give up all keys of the demise's premises to the Landlord, and;

30.3 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.

31 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.

32 APPLICABLE LAW

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

33 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:

33.1 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.

33.2 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.

33.3 The place of arbitration shall be agreed by the Parties.

33.4 The arbitration proceedings shall be governed by the relevant arbitration law of Tanzania.

34 ACCIDENTS AND FORCE MAJEURE

34.1 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.

34.2 FORCE MAJEURE

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

35 TENANT'S PROPERTY AFTER EXPIRY OF TERM

35.1 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.

35.2 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.

35.3 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.

36 RIGHTS IN COMMON

- 36.1 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;
- 36.2 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.
- 36.3 To use such toilets in the building reasonably proximate to the Demised Premises as shall be designated by the Landlord from time to time.
- 36.4 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.
- 36.5 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.

37 PLATE GLASS AND WINDOW PANELS

- 37.1 The Tenant shall be responsible for any plate or other glass, both internal and external and window panels contained in the premises and shall be obliged at its expense to replace any such glass as may be damaged, however and by whomsoever such damage shall be caused.
- 37.2 The Tenant shall be obliged to ensure the plate glass; window panels with a registered insurance company (that can be verified by the Landlord) against damage and maintain the insurance throughout its occupation of the premises or the period of this lease.
- 37.3 The Tenant shall on demand provide the insurance policy to the Landlord as security for its obligations hereunder. The Tenant shall, if so, required by the

Landlord, exhibit to the Landlord from time-to-time proof of payment of the premiums that fall due.

- 37.4 If the Landlord elects to ensure the plate glass, window panels for any period, the Tenant shall refund to the Landlord on demand the premium paid by the Landlord as is attributable to the insurance of the plate glass and window panels in or on the premises.

38 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 whether or not legally demanded.

39 TERMINATION CLAUSES

39.1 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 thirty (30) 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.

39.2 LANDLORD

39.2.1 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.

39.2.2 Notwithstanding the provisions of clause 39.2.1 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 thirty (30) days' notice to that effect.

40 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 6 (six) months' notice in writing to this effect and this without compensation for the unexpired portion of this Lease or any renewal thereof.

41 SEVERABILITY

Should any provision of this Lease Agreement be unenforceable in law, the Landlord 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.

42 WHOLE 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.

43 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.

44 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 ninety (90) days before the expiration of the current lease the Landlord shall renew the lease on terms and conditions and at such rent as may be then mutually agreed between the Landlord and Tenant.

ATTESTATION

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

SIGNED and DELIVERED for the PAN AFRICAN POSTAL UNION (PAPU)

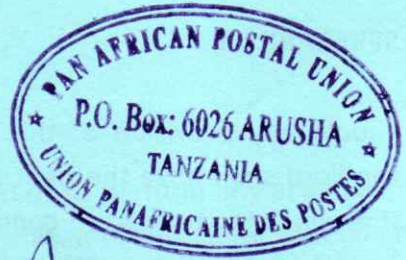
This 13th Day of December, 2024 by:

Signature [Signature]

Names Dr. Sifundo Chief Moyo

Postal Address P.O. Box 6026, Arusha.

Designation Secretary General



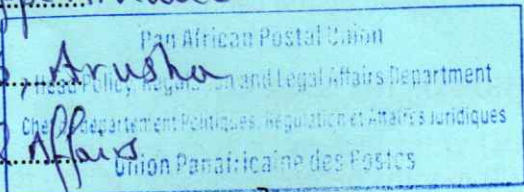
In the presence of:

Signature [Signature]

Names SAWADDOHA Philippe Arnaud

Postal Address P.O. Box 6026, Arusha

Designation Head of Legal Affairs



SIGNED and DELIVERED for the TANZANIA COMMUNICATIONS REGULATORY AUTHORITY (TCRA)

This 13th Day of December, 2024 by:

Signature [Signature]

Names DR. JABIRI K. BAKARI

Postal Address P.O. Box 474 DDM

Designation DIRECTOR GENERAL

In the presence of:

Signature [Signature]

Names Dr. PHILIP H. FILIKUNDMBE

Postal Address Box 474, DSM
Designation..... DIRECTOR - LEGAL SERVICES

SIGNED and DELIVERED for the INTREPID TRAVEL TANZANIA LIMITED

This... 27 ... day of September 2024

Signature [Handwritten Signature]

Names WILFRED S. MAWALLA

Postal Address P.O. BOX

Designation DIRECTOR

In the presence of:
Signature [Handwritten Signature]

Names HELLEN CHARLES MMARI

Postal Address P.O. BOX

Designation COMPANY SECRETARY

