

THE LAND REGISTRATION ACT CAP.334

LEASE AGREEMENT

BETWEEN

RUHUDJI LIMITED

AND

KUKUA TOUR AND SAFARIS LTD.

[Tenant]

Certificate of Incorporation No:

TIN: 180-420-223.

VRN: 40-321545-1.

**CONCERNING THE LEASE OF OFFICE SPACE SITUATED AND LOCATED
ON PLOT NO. 35, FARM181/13/2 ARUMERU DISTRICT ARUSHA-TANZANIA.**

DRAWN BY:

KASEGENYA CONSULT

PLOT NO. 170, BLOCK 24,

KIPANGA ROAD, KALOLENI STREET,

P.O. BOX 11090,

ARUSHA-TANZANIA

This **LEASE AGREEMENT** is made on the 29th day of July 2025.

BETWEEN

RUHUDJI LIMITED, a Limited Liability registered under in the laws of the United Republic of Tanzania of P. O. Box **47185**, Arusha, Tanzania (*hereinafter "the Lessor"* which expression shall where the context so permits, including its assignments, assents and/or successors) of the one part;

Kukua Tours And Safaris a Limited Liability Company registered under the laws of the United Republic of Tanzania of P. O. Box **871**, Arusha, Tanzania. **Gianluca Rossi** which expression shall where the context so permits, including its assignments, assents and/or successors) of the other part;

PREAMBLES

WHEREAS the Lessor is the registered owner of the property located at **Plot No 35 of Farm 181/3/2, Mateves Ward, Arumeru District, Arusha** (Commonly Known as Sable Square herein after called "the **Premises**")

WHEREAS, the Lessor Premises comprises of Office space and Shop Units and is desirous to lease part of the premises being suitable for to the Lessee to undertake its business.

WHEREAS, the Lessee intends to use the Premises for office space to undertake business.

WHEREAS, the lease agreement shall commence on the date of signing of this Agreement.

AND WHEREAS the Lessor shall lease the said Property to the Lessee for the term of Two Years from the 1st August 2025 to 31th July 2027 (herein after refer to as "**the Lease Term**").

AND WHEREAS, the Lessor is desirous of entering into this **LEASE** agreement with the Lessee on the terms and conditions here-in-after appearing;

NOW THIS AGREEMENT witnessed as follows: -

1.0 DEFINITIONS

1.1 In this agreement unless the context otherwise provides: -

“Agreement” means this LEASE Agreement between the Lessor and the Lessee for the lease of the said property;

“Consideration” 1.1 Means the amount of One Million Three Hundred Eight Six Thousand (**1,386,000**) excluding VAT [Value Added Tax]. This rental is payable three months in advance. The current rate of VAT is eighteen percent [**18%**]. Should the VAT rate be amended by the revenue authorities [as advertised in the newspaper], the rent shall be adjusted accordingly.

1.2 The lessee shall pay [3] months of rent in advance, which represents the sum of Four Million One Hundred Fifty-Eight Thousand (4,158,000) plus applicable VAT by cheque or by wire transfer “EFD” [Electronic Fiscal Device] will be generated and issued to the lessee on confirmation of funds received by the and landlord’s bank.

“Law” Means the laws of the United Republic of Tanzania;

“Lease Period” Means the tenure of this Lease Agreement being Two year from the date of signing this Agreement by both parties. The lease period may be renewed by mutual consent of the parties.

“Parties” means the signatories to this Agreement and or their validly constituted representatives;

“Premises” means the property located at **Plot No 35, of Farm 181/3/2, Mateves Ward, Arumeru District, Arusha Region, Tanzania.**

“TSH” Means **Tanzania Shillings**, the currency of the United Republic of Tanzania.

1.2 References to the singular include, when the context so admits, references to the plural and vice versa.

1.3 Words importing Persons shall include Companies.

2.0 THE PROPERTY

2.1 The Premises is located on **Plot No 35, of Farm 181/3/2, Mateves Ward, Arumeru District, and Arusha Region, Tanzania.** (Here-in-after referred to as **‘the Premises/property’**).

2.2 The Lessee acknowledges and agrees that the space shall only be used office space to undertake business and not a dwelling place, or for any purposes other than office space to undertake business.

3.0 TERM OF THE LEASE

3.1 The term of this Agreement (Lease) shall be for a period of Two years commencing on the 1st day of August 2025 and shall continue until its natural termination under this part on the July 30th 2027 (herein after referred to as

3.2 "The Lease Term"). The lease period may be renewed by mutual consent of the parties

4.0 RENT AND MODE OF PAYMENT

4.1 The Lessor and the Lessee have agreed that the rent for the 36 Sq meters space shall be the sum;

a. **One Million Three Hundred Eight Six Thousand (Tsh. 1,386,000) Excluding VAT.**

4.2 The Lessee shall pay the Base rent for the Premises and any other sum due under this Lease to the Lessor without demand, deduction, credit, adjustment or offset of any kind or nature, in lawful money of the United Republic of Tanzania when due under this Lease, at the Lessor's offices or address, or to such other party or at such other place as the Lessor may from time to time designate in writing.

4.3 Notwithstanding anything to the contrary contained in this Lease, the Lessee shall be required to pay three months' rent on the commencement date and subsequently pay the same every after three months period.

4.4 **SECURITY DEPOSIT** - It is agreed by both Parties that, on or before the commencement date, the Lessee agrees to deposit a Three months' rent with the Lessor the sum of (4,158,000) as a security deposit for the full performance of this Lease by the Lessee, to be returned to the Lessee by the Lessor within Seven (7) days after the termination of the Lease, provided that the Lessee is not in default of any terms of this lease. The Lessee shall not be entitled to interest on the security deposit, and the Lessor may commingle the security deposit with other funds.

4.5 **INTEREST ON LATE/ UNPAID RENT** - It is agreed by both Parties that Rent not paid when due shall bear interest at a rate of Three (3%) percent per

week compounding from the due date until paid provided that Lessor has notified Lessee of non-receipt of payment and provided Lessee with an opportunity to cure such payment default.

5.0 THE LESSEE AND LESSOR DO HEREBY COVENANT AS FOLLOWS;

5.1 IN CONSIDERATION of the rent and the Lessee's covenants hereinafter reserved and contained, the Lessor HEREBY leases unto the Lessee the Demised Property, situated at **Plot No. 35, of Farm 181/3/2, Mateves Ward, Arumeru District, P.O. Box 13946, Arusha-Tanzania.**

5.2 LESSEES' RIGHTS AND OBLIGATIONS

- 5.2.1 To pay rent mentioned hereinabove at the times and in the manner herein provided.
- 5.2.2 To keep the demised premises/fittings and fixtures therein including equipment supplied by the Lessor clean and in tenantable condition at all times and to hand over the property/fittings and fixtures at the expiry or earlier termination of the tenancy in the same condition and repair as on entry, fair wear and tear excepted.
- 5.2.3 To permit the Lessor or his agents with or without workmen or others at all reasonable times and after arranging an appointment and upon notice from the Lessor whether oral or written to enter upon the said premises or any part thereof and execute structural or other repairs to the buildings of which the demised premises form part of or to the electrical circuits, water pipes and drains in or under the same or other repairs in accordance therewith pursuant to the covenant in that behalf here-in-before contained.

- 5.2.4 Not to make any construction, erection, alteration or additions to the demised premise without first obtaining the written consent of the Lessor. Upon termination of the agreement, any such construction, erection, alteration or additions shall be removed by the Lessee, unless there is written consent from the Lessor to this effect.
- 5.2.5 Not to assign, underlet or part with possession of the demised premise or any part thereof without the written consent of Lessor, PROVIDED ALWAYS that the occupation of the demised premise or any part thereof by any person in the service or employment of the Lessee shall not constitute an assignment.
- 5.2.6 Not to use the demised premise in a way which would create annoyance or nuisance or any danger to the public or neighbors.
- 5.2.7 At least thirty (30) days prior to the termination of this agreement, how so ever it shall be terminated, to paint with at least one coat of a good quality paint all parts of the interior and terrace of the premises as are usually painted to such specification and color as the Lessor or his agents shall in writing approve.
- 5.2.8 To report to the Lessor within a reasonable period of any damage to the demised premises with full explanation as to the circumstances and or cause of such damage.
- 5.2.9 To be responsible for any damage caused negligently by her/his or her/his representatives.
- 5.2.10 At the termination of the said term of tenancy to give possession and deliver the premises together with the Lessor's fixtures and fittings including all the locks, keys and fastenings complete and in such

state of repair order and condition as shall be in strict compliance with the covenants and agreements in that behalf.

5.2.11 The Lessee agrees to use the premises in accordance with the following specifications: The Ground Floor is designated for shop use only and the First Floor is designated for office space use only.

6.0 LESSOR'S RIGHTS AND OBLIGATIONS

6.1 Subject to the Lessee's performance of all the covenants herein above specified, not to interfere or allow other persons rightfully claiming under or in trust for the Lessor to interfere, interrupt or intrude upon the Lessee's peaceful enjoyment of the demised premises throughout the said term.

6.2 During the subsistence of this Agreement, without notice, not to sell, assign, transfer, lease, sublet or otherwise dispose and deal with the demised premise in the manner prejudicial to the Lessee's rights contained under this Agreement.

6.3 To solely be responsible for the payment of all existing Government rates, taxes, duties, assessments, impositions and outgoings whatsoever payable in respect of the premises of which demised premises form part thereof after commencement of the tenancy.

6.4 To permit the Lessee to construct, erect or add any structures, fixtures, or buildings that appear imperative to the Lessee, however prior application and approval in writing shall be required of the Lessor.

6.5 Lessor retains the full and exclusive rights to enter, occupy, and possess the property at any reasonable time, upon termination, with prior notice to the Lessee, in accordance with applicable laws. The Lessor may exercise these rights for purposes including but

not limited to inspections, repairs, maintenance, or any other lawful actions concerning the property to secure its rights and performance of this Agreement.

6.6 To maintain the carriageways, car parking areas and paths serving the said premises in good repair and free from potholes and also, save in respect or damage arising from negligence or willful damage on the part of the occupiers of the said premises, and to maintain the fence surrounding the building.

7.0 REPOSSESSION

7.1 The Landlord shall serve the Lessee a three (3) months' notice subject to the Lessee's failure to comply with the terms of this Lease, or for any other causes allowed by law. If served with the notice of Termination or Repossession, the Lessee must continue to pay the rent for the rest of the term.

7.2 It is agreed by both Parties that should the Lessee fail to comply with the notice:

- a) The Lessor may gain possession of the Property and restrict access to the property to the Lessee;
- b) The Lessor has the right to hold the possessions of the Lessee as security for the unpaid rent.

7.3 The Lessee must also pay all costs, including reasonable attorney fees, related to the repossession and the collection of any monies owed to the Lessor, along with the cost of re-entering, re-renting, cleaning, and repairing the Property.

8.0 RENT REVIEW AND INCREASE

8.1 The Lessee agrees that there shall automatically rent increase by 12% every two years starting from the effective date of this agreement.

9.0 UTILITIES

9.1 The Lessee shall be responsible for payment of utilities it uses such as electricity and water.

9.2 The Lessor shall ensure that the property has the essential services which include but are not limited to; running clean water, electricity supply, functioning water taps, faucets, and toilets.

10.0 TERMINATION OF THE AGREEMENT

10.1 Either party shall give the other a one-month (1) written notice of its intention to terminate this agreement.

10.2 The Lessor shall subject to the lessee's failure to comply with any clause within this agreement terminate the lease by providing to the lessee one (1) month written notice of the lessor's intention to terminate the agreement.

11.0 COMMUNICATION AND NOTICES

NOTICE: Letters or communications of any kind other than those specified in this Agreement, addressed or submitted in any legally recognized manner by any party shall be deemed to have reached the intended recipient if they are not answered within 21 days from the parties through the following addresses:

FOR LESSOR

Name: Murali Vengala

Tel: + 255 789 301 280

Email Address info@ruhudji.com

Postal Address: P.O. Box 13946, Arusha.

FOR LESSEE:

Name: Gianluca Rossi

Tel:

Email Address: carl.rossi@kukuasaris.com

Postal Address: P.O. Box 871, Arusha Tanzania.

12.0 FORCE MAJEURE

12.1 No Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including, floods, earthquakes, storm, hurricanes or other natural disaster), war, invasion, the act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service.

12.1 Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

13.0 ENTIRE AGREEMENT, AMENDMENTS

13.1 This Agreement supersedes any and all other agreements, oral or written, between lessor and lessee with respect to the subject matter hereof, and no agreement, statement, or promise relating to the subject matter of this Agreement other than that which is contained herein shall be binding upon the parties.

13.2 This Agreement may not be amended except by written agreement of the parties.

14.0 ASSIGNABILITY

14.1 The Lessee shall not assign, sub-let, transfer or hand over the property or part thereof to anybody without the express written consent of the Lessor.

15.0 DISPUTE-SETTLEMENT CLAUSE

15.1 Any dispute arising from or in connection with this Agreement shall be settled amicably between the parties herein, failing which the matter will be referred to Arbitration as provided for by the Arbitration Act (Cap 15 of the Laws) or in any Arbitration mode as shall be agreed upon by the parties herein.

16.0 Un-enforceability


16.1 Un-enforceability of any provision contained in this Agreement shall not affect or impair the validity of any other provision/clause of this Agreement.

17.0 APPLICABLE LAW

17.1 This Agreement is governed by the laws of the United Republic of Tanzania.

IN WITNESS WHEREOF the parties have hereunder put their hands and seal the date and year first above stated.

SEALED AND COMMON of the said
RUHUDJILIMITED
our presence this ____ day of _____ 2025

}  **SEAL**
LESSOR

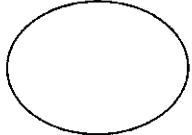
in

BEFORE US;

Name: _____
Signature: _____
Qualification: _____
Postal Address: _____

Name: _____
Signature: _____
Postal Address: _____
Qualification: _____

SEALED with the **COMMON SEAL** of the said
..... **LIMITED** in our
Presence this ____ day of _____ 2025

}  **SEAL**
LESSEE

BEFORE US;

Name: _____
Signature: _____
Postal Address: _____
Qualification: _____

Name: _____

Signature: _____

Postal Address: _____

Qualification: _____