



TANZANIA NATIONAL PARKS
OFFICE OF THE DIRECTOR GENERAL
P.O.BOX 3134, ARUSHA - TANZANIA

Ref. No: TNP/HQ/L.10/28

Date: 13/04/2014

The Managing Director,
Asilia Lodges and Camps Limited,
P.O.BOX 1111,
ARUSHA.


**RE: A REQUEST BY EXCLUSIVE MOBILE CAMPS TO TRANSFER
OWNERSHIP OF KWIHALA TENTED CAMP TO ASILIA HOTELS
AND LODGES LTD**

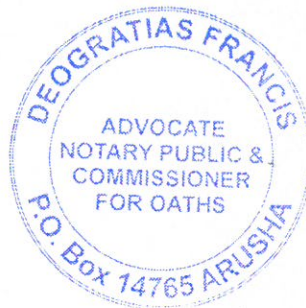
Reference is made to the above captioned subject and to your letters of; 18th November 2014 (jointly signed with Exclusive Mobile Camps), 13th December 2014, 17th February 2015 and 13th April 2015.

We are writing to inform you that your request for transfer of License Agreement and the associated benefits in respect of the **KWIHALA TENTED CAMP** from **EXCLUSIVE MOBILE CAMPS** in Ruaha National Park to **ASILIA LODGES AND CAMPS (t/a ASILIA LODGES AND CAMPS SOUTHERN TANZANIA LTD)**, has been officially approved.

In that regard, the terms and conditions contained in the License Agreement between the Trustees of the Tanzania National Parks and Exclusive Mobile Camps shall continue to be in force as between yourself and the Trustees of Tanzania National Parks from the date it was initially signed.

Certified True Copy
of the Original

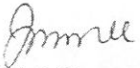

27-05-2014
Do s



By this letter you are required, upon receipt of this letter, in compliance with the signed License Agreement to ~~a~~ pay a transfer fee of United States of America Dollar ten thousand (USD.10, 000.00) to the Trustees of the Tanzania National Parks.

Yours Sincerely

TANZANIA NATIONAL PARKS



J. M Kessy

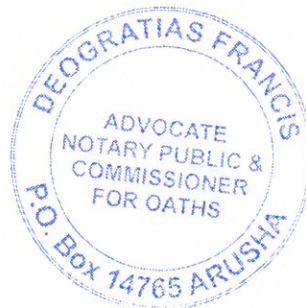
For Director General

CC. Chief Park Warden,
Ruaha National Park

Certified True Copy
of the Original


Advocate

27-05-2021



STANDARDIZED LICENSE AGREEMENT

BETWEEN

THE TRUSTEES OF THE TANZANIA NATIONAL PARKS

AND

M/S EXCLUSIVE MOBILE CAMP (T) LIMITED

STANDARDIZED LICENSE AGREEMENT

This License Agreement is made this ^{5th} day of ^{August} 2013

BETWEEN

THE TRUSTEES OF THE TANZANIA NATIONAL PARKS

Established under Tanzanian law, whose registered office is at Burka Complex, Dodoma Road, Post Office Box 3134, Arusha (hereinafter called the "LICENSOR") of the One Part

AND

M/S EXCLUSIVE MOBILE CAMP (T) LIMITED
P.O.BOX 6124,
ARUSHA

(Hereinafter called the "Licensee") of the Other Part

WHEREAS:

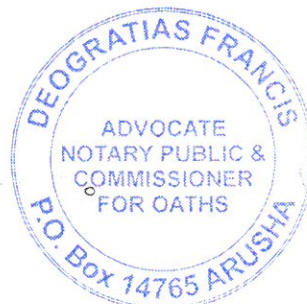
- A: In terms of the provisions of section 17 (2) (d) and (e) of the National Parks Act, CAP 282 R.E 2002 (hereinafter called the " Act"), the LICENSOR may, inter alia, recommend sites suitable for the construction/erection and operation, by other persons, of ~~hotels/lodges~~/tented camps for the accommodation of visitors, shops or control, operate, establish or manage any such ~~hotels/lodges~~/tented camps or grant leases, subleases, concessions or licenses to other persons to construct and operate such ~~hotels/lodges~~/tented camps;
- B: The Licensee has applied for a license to construct/erect and operate a ~~hotel/lodge~~/tented camp within the national park and has demonstrated its ability to construct/erect and operate the said ~~hotel/lodge~~/tented camp as herein agreed; and
- C: The LICENSOR having been satisfied that the Licensee has the capacity and the experience to construct/erect a ~~hotel/lodge~~/tented camp, has agreed to grant a license to the Licensee on terms and conditions as hereunder:

IT IS HEREBY AGREED as follows:

Certified True Copy
of the Original

Advocate

[Signature]
27-05-2021



- 1.2.1 words importing the singular include the plural and vice versa;
- 1.2.2 references to persons include any company, corporation, agency of a state or any other legal entity;

the expression "hereof", "herein"; "hereunder" and similar expressions shall be construed as references to this Agreement as a whole and not reference to the particular Clause or provision in which the relevant expression appears;

- 1.2.3 If any of the provisions in this Agreement shall, for any reason, be held to be invalid, illegal or not enforceable in any respect, such invalidity, illegality or non-enforceability shall not affect any other provision hereof, and the invalid, illegal or unenforceable provision will be deemed never to have been contained herein. In the event of such invalidity, illegality or non-enforceability, the parties shall use their best efforts to achieve the purpose of the relevant provision by amending this Agreement and providing for a new legally valid and enforceable provision.

- 3.1.3 demarcate the boundaries of the Site to the satisfaction of the LICENSOR by GPS based numbered beacons or pins, but shall not, in the process unreasonably clear or destroy vegetation except as it is necessary to place the beacons or pins in the required place;
- 3.1.4 after completing all the necessary procedures as stipulated in the DALP, commence construction/erection of the ~~hotel/lodge~~/tented camp within a period of eighteen (18) months from the date of the signing of this Agreement, failing which the LICENSOR shall be entitled to terminate this Agreement and reallocate the Site to another investor or otherwise decide on another appropriate use of the Site, unless the approval of the EIA by the competent authority has been delayed;
- 3.1.5 should the EIA report indicate that no ~~hotel/lodge~~/tented camp should be constructed/erected on the Site, the LICENSOR shall identify and grant another Site to the Licensee at no extra expense, if any, payable to the LICENSOR. For the avoidance of doubt, the LICENSOR shall not be responsible for any costs or related expenses incurred by the Licensee as a result of having to move to a different Site;
- 3.1.6 complete construction in accordance with the approved development plan and design layout, within a period of four (4) years in respect of the hotel/lodge and three (3) years in respect of tented camp from the date of the signing of this Agreement, failing which the LICENSOR shall be entitled to terminate this Agreement and reallocate the Site to another investor or otherwise decide on another appropriate use of the Site;
- 3.1.7 cooperate with the Warden -In-Charge and the engineer of the LICENSOR who shall be invited to attend and participate in all site meetings to be held by the Licensee with surveyors, architects and contractors on matters pertaining to the construction work: Provided that the minutes of such meetings shall be submitted to the Warden-In-Charge not later than ten (10) days after the meeting is convened;
- 3.1.8 submit to the oversight of the Warden -In-Charge over the Licensee's operations in the Site to make sure that the Licensee complies with the provisions of this Agreement.
- 3.1.9 use only armoured underground electric cables or solar in the Site and the sewage system shall be underground and kept in a good state of maintenance so as not to allow any leakages;

4 LICENSEE'S ENTITLEMENT AFTER COMPLETION OF CONSTRUCTION OF HOTEL/LODGE/TENTED CAMP

- 4.1 After completion of the ~~hotel/~~lodge/tented camp, the Licensee shall:
- 4.1.1 have the right to carry on or procure to be carried on, the business specified and agreed in the Business Plan for which the License is granted and shall not carry out any other business on the Site;
 - 4.1.2 subject to compliance with the Act and its Regulations, have the right of way (together with its employees, servants and agents) over and along all roads within the national park;
 - 4.1.3 have the right to acquire and maintain a specified number of suitable and well maintained motor vehicles such as lorries, safari vehicles and/or boats in the Site that are necessary for the Licensee's conduct of its business: Provided that the Licensee shall not operate, within the relevant national park, any vehicles whose weight and/or capacity is in excess of that approved by the LICENSOR;
 - 4.1.4 have access to the air strip for its own operations as well as for its clients provided the applicable landing fees are fully paid: Provided further that the LICENSOR shall not be liable for any loss or damage to any aircraft or any other property or injury to any passenger or person caused as a result of using the airstrip or any aircraft or any other property; and
 - 4.1.5 may make campfires within the Site for the purposes of barbecue: Provided that the Licensee shall be responsible for the control of such campfires and shall be liable for any damage that may be caused or loss incurred by the LICENSOR or any other person as a result of any fires getting out of control.

5.0 PAYMENT OF CONCESSION FEES

- 5.1 The Licensee shall pay to the Licensor a fixed rate Concession fee of United States Dollars thirty five (USD. 35.00) per person per night provided that Concession Fees shall become payable for new facilities at the expiry of a six (6) months' grace period from the date of commencement of operations.
- 5.1.1 Children between the age of 10 and 16 years will pay fixed concession fee of United States Dollars ten (USD. 10.00) per person per night.
 - 5.1.2 The approved fixed rates for concession fees will be displayed at the entry gates.

6.0 ENTRY FEES, EMPLOYMENT, INSURANCE AND SOCIAL FACILITIES

- 6.1 The Licensee shall pay annual fee for its directors and executive staff at the prevailing rate provided that the number of annual permits shall not exceed fifteen. It is further agreed that the Licensee shall:
- 6.1.1 submit to the LICENSOR names and designations of the Directors and Executive staff to the LICENSOR;
 - 6.1.2 apply to the LICENSOR for waiver of entry fees for contractors and consultants engaged by it to construct/erect/refurbish/maintain the ~~hotel/lodge/tented~~ camp, which waiver shall not be unreasonably denied;
 - 6.1.3 be exempt from paying entrance fees for employees of the Licensee working in the ~~hotel/lodge/tented~~ camp including members of their families namely their spouses up to four children not exceeding 18 years of age, but any non-family accompanying visitors shall be liable to pay entrance fees;
 - 6.1.4 without prejudice to the requirements of any written law, use its best endeavours to give preference to Tanzanians in any capacity for which they are suited and have necessary qualifications;
 - 6.1.5 require its employees who come in contact with the public to wear uniform by which they may be identified and distinguished as its employees;
 - 6.1.6 submit a staff list of its employees working in the ~~hotel/lodge/tented~~ camp to the Warden- In-Charge after every six (6) months including names of family members as specified in this Agreement;
 - 6.1.7 carry public liability insurance of no less than Two Million United States Dollars(USD2,000,000.00) and provide the LICENSOR with certified copy of the policy. The Licensee shall ensure that the premium for such insurance are paid in time and copies thereof made available to the LICENSOR such that at all material times, the insurance policy is in force;
 - 6.1.8 ensure the provision of social facilities to the employees, such as fully stocked shops, including, fish and/or meat: Provided that where meat is to be provided, the carcasses shall come from outside the national park , otherwise the Warden -In- Charge may, on application, permit Licensee to bring in live animals for purposes of slaughtering for

- 7.3 use its best endeavours to ensure that visitors and employees do not leave the Site otherwise than in motor vehicle except as may be necessary to enable the Licensee's servants, employees and others perform their normal duties;
- 7.4 not to carry on at the Site any business involving by-products of wildlife;
- 7.5 comply with Tanzanian law against discrimination of whatever form;
- 7.6 not to make any press releases or statements relating to the national park without the written consent of the LICENSOR: Provided that this Clause does not apply to press releases or statements which form part of Licensee's marketing program;
- 7.7 permit the LICENSOR to display at the ~~hotel/lodge/tented~~ camp informative or educative materials and/or literature for the benefit of visitors;
- 7.8 charge special but fair rates for the accommodation of the LICENSOR's Board members, senior officers and national park officials at the ~~hotel/lodge/tented~~ camp on official duties: Provided that in fixing such rates, the Licensee shall take into account the number of such persons at any one given moment, duration of their stay and the frequency of their presence at the ~~hotel/lodge/tented~~ camp;
- 7.9 provide a strong room/armoury for safe keeping of any firearms which might be in possession of any visitor including firearms meant for the security of the ~~hotel/lodge/tented~~ camp;
- 7.10 employ reasonable diligence to ensure that none of its employees or visitors carries any firearms whether on the way to and from the ~~hotel/lodge/tented~~ camp except an employee or visitor specifically authorised in writing;
- 7.11 use its best endeavour to ensure that any transient visitor in possession of firearms, shall immediately deposit the firearms with either the Warden- In-Charge or the executive officer of the Licensee in charge for the safe custody until such time as the visitor departs from the national park;
- 7.12 inform the Warden -In-Charge, if an employee or a visitor deposits a firearm with the ~~hotel/lodge/tented~~ camp;
- 7.13 use its best endeavours to give due regard to and support to local community initiatives in its neighbourhood;

8.1.9 provide and maintain proper systems of sewage and other liquid effluent disposal and meet public health standards as well as the standards set by the LICENSOR; and

el

- 9.3 The creditor and the receiver/manager shall cooperate closely with the LICENSOR by providing adequate and necessary information regarding potential buyers of the ~~hotel/lodge/tented~~ camp in order for the LICENSOR to assess the suitability of the new buyer.
- 9.4 For the avoidance of any doubt, a buyer acceptable by the LICENSOR shall have the experience of constructing/erecting a ~~hotel/lodge/tented~~ camp, the technical and financial capacity, good environmental track record and good corporate standing. In addition, the rights and obligations in this Agreement shall be assigned to the buyer.

10.0 THE LICENSOR'S OBLIGATIONS

10.1 The LICENSOR covenants with the Licensee to:

- 10.1.1 maintain, all established roads, dense network of game viewing tracks, bridges and airstrips within the national park and improve such roads, bridges, dense network of game viewing tracks, roads and tracks leading to the ~~hotel/lodge/tented~~ camp, and airstrips as far as possible to reasonably high standard as would be expected of within a national park to promote the tourist industry regard being had to the financial position of the LICENSOR;
- 10.1.2 Where the LICENSOR is unable to maintain or establish roads to the ~~hotel/lodge/tented~~ camp or airstrip or a road, track, dense networks leading to game drives, the LICENSOR may, after having prepared technical assessment of the amount of money required and after calling for quotations from licensed contractors and selecting the winning quotation, approach the Licensee for financial support;
- 10.1.3 In the event that the Licensee agrees to provide the financial support, the Licensee shall pay the money required to the LICENSOR and the procurement of the services shall be carried out by the LICENSOR in accordance with the procurement law applicable;
- 10.1.4 The LICENSOR and the Licensee shall agree, in writing, on the amount to be paid by instalment and number of instalments applicable to refund the Licensee the amounts contributed under Clause 10.1.2 but that the refund shall be completed within a period of eighteen (18) months from the date the money is received by the LICENSOR: Provided that the parties may agree on an extended refund period taking into account the amounts involved;

12.0 ASSIGNMENT

- 12.1 The Licensee may, for any reasons whatsoever, sell its ~~hotel/lodge/tented~~ camp and all its other assets to a new buyer. In the event, this Agreement shall have to be transferred by way of assignment of both the rights and obligations contained therein to a new buyer.
- 12.2 Any assignment of this Agreement shall be subject to a payment of an assignment fee of United States Dollars Ten Thousand (USD10, 000.00) to the LICENSOR: Provided that the assignment fee shall not be payable in respect of an assignment arising out of an enforcement of a security by a bank or financial institution.
- 12.3 No assignment to a new buyer of the ~~hotel/lodge/tented~~ camp shall take place unless the LICENSOR has given its prior written consent (which consent shall not be unreasonably withheld) and is party to the assignment deed. No assignment of this Agreement may be made to a bank or financial institution as collateral for any loan or any other reason, or to any other third party not purchasing and taking over the ~~hotel/lodge/tented~~ camp operations within the Site.

13.0 TERMINATION OF THIS AGREEMENT

- 13.1 This Agreement may be terminated by the LICENSOR on the following grounds:
- 13.1.1 termination under Clauses 3.1.4 and 3.1.6;
 - 13.1.2 failure to rectify, without reasonable cause, a material breach of a provision of this Agreement for more than 90 days from the date the LICENSOR requested the Licensee to rectify such breach;
 - 13.1.3 the Licensee conducts business within the Site other than the business for which the License was granted despite repeated reminders to comply with the conditions of this Agreement;
 - 13.1.4 a persistent non-complying Licensee for more than two (2) years;
- 13.2 No liability whatsoever shall arise to the LICENSOR for any loss suffered or expense incurred by the Licensee as a result of the termination of this Agreement.

15.0 GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1 This Agreement shall be governed by and construed in accordance with the laws of Tanzania.
- 15.2 Any dispute arising out of or in connection with this Agreement shall be resolved amicably by the parties, failing which the aggrieved party may take legal action in any competent court in Tanzania.

16.0 REPRESENTATIONS AND WARRANTIES

- 16.1 The LICENSOR represents and warrants as follows to the Licensee, and acknowledges that the Licensee is relying upon such representations and warranties in entering into this Agreement that:
- 16.1.1 the LICENSOR has the power and the authority to enter into this Agreement and complete the transaction;
- 16.1.2 the license terms and conditions applicable to investors in the national parks except for the concession fees clause are *mutatis mutandis* applicable to all Licensees, in particular, on key issues such as the term of the license, the basis for renewal, the conditions relating to construction and operation of the ~~hotel/lodge/tented~~ camp, payment terms and penalties for defaulters of payment of concession fees, the size of the radius of the Site, the minimum distance with respect to the same national park, the ability of Licensee to create a charge over the ~~hotel/lodge/tented~~ camp to raise financing, the ability of a lender to realize a charge created in its favor, the circumstances of breach of the provisions of this Agreement that entitles the Licensor to terminate this Agreement, list of force majeure events, assignment of the license to incoming investor, governing law and dispute resolution clauses, amendment clause, the content of the notice clause, miscellaneous provisions, and conditions for participation by Licensee in financing establishment or maintenance of roads, game tracks, bridges, dense networks leading to the ~~hotel/lodge/tented~~ camp and game drives and the terms of compensation and finally that this Agreement is based on a standardized draft negotiated between the Licensor and the investors in the national parks and the understanding that seasonal investors in the national parks will be subject to transparent and standardized license terms and regulations;

16.2.5 to the best of the Licensee's knowledge there is no undisclosed charge or condition which may substantially and adversely affect the ability of the Licensee to perform this Agreement or which could be presumed to have such effect; and

16.2.6 the execution and performance by the Licensee of this Agreement do not conflict with, and do not and will not result in a breach of its Memorandum and Articles of Association, by-laws or resolutions of the Licensee, nor of any applicable law, rule or regulation or any agreement or obligation to which the Licensee is party or by which the Licensee is bound.

17.0 MISCELLANEOUS PROVISIONS

- 17.1 Either party undertakes to take all steps necessary for the implementation of this Agreement and to sign or to have signed, from time to time, all other documents, contracts or writings that require to be signed and to do, or to see done, all which is considered necessary to be done in order to fulfill the object of this Agreement and in order to give full effect to its provisions.
- 17.2 This Agreement constitutes the complete agreement between the parties as to the matters herein dealt with and it replaces all other agreements or other documents, if any, in this regard.
- 17.3 This Agreement cannot be modified or amended except by a written document duly executed and authorized by each of the Party's corporate authority.
- 17.4 This Agreement does not create and shall not be interpreted as having created a joint venture or partnership relationship between the parties. No party shall be at any time considered as the authorized agent or the legal representative of the other party.
- 17.5 Except in the case of express waiver, the fact that one party does not exercise all or any part of its rights which are conferred upon it by this Agreement shall not constitute, in any event, the waiver or abandonment of the rights not exercised.
- 17.6 All notices, requests, consents, demands, waivers or other communications shall be in writing in the English language and shall be sent by hand delivery or by prepaid first class registered air mail or courier or scanned and sent electronically to the addresses set forth below:

AS WITNESS the hands of the duly authorized representatives of the parties the day and year above written.

THE LICENSOR

Sealed with the Common Seal of the
Trustees of the Tanzania National Parks
and delivered in our presence
this 5th day of August 2013

Full Name: MOAESTUS LILUWALU

Signature: [Signature]

Address: 3134 ARUSHA

Qualification: CHAIRMAN OF THE BOARD OF TRUSTEES (TANMPA)

Full Name: ALLAN J. H. KIMBI

Signature: [Signature]

Address: 3134 ARUSHA

Qualification: SECRETARY OF THE BOARD OF TRUSTEES (TANMPA).