

CERTIFIED AS A TRUE COPY OF THE ORIGINAL
Sign [Signature]
Date 05/02/2021
A. INA M. MKUNGU
Assistant Secretary Public & Communications Director Jath

The Land Registration Act
(Cap 334 R.E. 2002)

LEASE AGREEMENT

AN AGREEMENT FOR THE LEASE OF
FOOTPRINT (REF#K4) MEASURING APPROXIMATELY TWO
HUNDRED SQUARE METERS
(200 SQM) OF LAND LOCATED ON
THE KILIMANJARO GOLF AND WILDLIFE ESTATE,
BEING PART OF THE CERTIFICATE OF TITLE NO 23460 REGISTERED IN THE NAME OF
KILIMANJARO GOLF DEVELOPMENT LIMITED

Between

KILIMANJARO GOLF DEVELOPMENT LIMITED (The 'Lessor')

And

ERERA TANZANIA LIMITED (The 'Lessee')

THIS LEASE AGREEMENT is made 5th day of May, 2017

BETWEEN

KILIMANJARO GOLF DEVELOPMENT LIMITED, a limited liability company and registered under the Companies Act (No.12 of 2002) of the Laws of Tanzania whose address is Post Office Box Number 21, Usa River, Tanzania; (hereinafter referred to as "the Lessor") which expression shall where the context so admits include its successors and assignees of the one part;

AND

ERERA TANZANIA LIMITED, a limited liability company and registered under the Companies Act (No.12 of 2002) of the Laws of Tanzania whose address is Post Office Box Number 80496, Arusha - Tanzania; (hereinafter referred to as "the Lessee") which expression shall where the context so admits include its successors and assignees of the other part.

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1. **PREAMBLE:**

- A) **WHEREAS** the Lessor is the registered lawful owner of Footprint (Ref#K4) measuring approximately Two Hundred Square Meters (200 sqm) (or thereabouts) hereinafter referred to as **"the Footprint"**, of land as more particularly shown on the plan attached herewith. The footprint is situated within an area commonly known as **"Kilimanjaro Golf and Wildlife Estate"** comprised in the Certificate of Title Number in the name of Kilimanjaro Golf Development Limited, (hereinafter referred to as **"KGDL"**), located within Dolly Estate Area, Meru District in the Arusha Region, Tanzania.
- B) **AND WHEREAS** the said footprint forms part of the KGDL and it is the intention of the Lessor that the KGDL Estate be developed and occupied as a residential/commercial estate subject to Appendix 1, 2 and 3, hereinafter referred to as **'the Covenants'** and the Urban Planning Act, 2007 - as amended.
- C) **AND WHEREAS** the Lessor has offered to lease the Footprint and the Lessee has agreed to the lease of the footprint as described and delineated in Schedule I.

IT IS HEREBY AGREED as follows:

2. **DEFINITIONS:**

2.1 The following definitions apply unless the contrary intention appears in the context:

"Agreement"	Means this Lease agreement and includes any amendments, appendices, addendums, or other notation agreed and duly signed and executed by the parties in accordance with the terms of this lease agreement.
"Applicable laws"	Means the laws of the United Republic of Tanzania Main land.
"Building Committee"	Means a committee appointed by the Board, to approve all designs and modifications. The Building Committee will consist of one Director of the Lessor, Project Architect, General Manager of the Lessor, and the Golf Course Manager and other parties as agreed by the Building Committee. The Committee may request input from external consultants/experts from time to time.
"Building Plans"	Means the detailed architectural, engineering and building plans, drawings, standards and specifications of the house proposed to be constructed on the Footprint marked as Appendix 4 in this agreement.
"Board"	Means the Board of Directors of the Company and the secretary.
"Company"	Means Kilimanjaro Golf Development Limited.
"Commissioner"	Means the Commissioner for Lands appointed under the provisions of the Land Laws of Tanzania mainland.
"Consideration"	Means the sum of United States Dollars Thirty Thousand (USD 30,000) inclusive of relevant taxes.

"Contractor's Rules & Regulations"	Means the regulations, which form part of this lease agreement, governing the construction conditions in KGWE.
"Covenants"	Means Appendices 1, 2, 3 which include the Architectural Policies, Home Owners' Covenants, Rights and Restrictions and Contractors' Rules & Regulations together with any revisions and updates to these documents;
"Development"	Means infrastructure buildings and improvements erected or to be erected by KGDL comprising of golf course, club house, fence, parking areas, lighting and roads providing access to and from the footprint and other related amenities for the benefit of the lessee on the land.
"Force Majeure"	Means any circumstances beyond the reasonable control of either party (including, without limitation, any act of god, fire, act of Government or State including nationalization, war, civil commotion, insurrection, embargo, terrorism, strike, lock-out or other form of industrial action.
"Kilimanjaro Golf and Wildlife Estate"	Means the entire land area including the infrastructure, buildings and improvements erected or to be erected on the unsold land, comprising, but not limited to, the golf course, club house, perimeter fence, parking areas, lighting and roads providing access to and from the Plots and Footprints and other related amenities for the benefit of the owners of the Plots and Footprints but excluding all land designated in the master plan for all the house site plots/footprints.
"Golf Course"	Means the Driving range, fairways, greens, tees, lakes, streams and all other playing areas of the Golf Course being part of the development.
"Home Owner"	Means the registered lessee of the footprint and if more than one, then shall mean all the registered owners jointly and severally.
"Membership"	Means membership of the Golf Club and playing right to the golf course.
"Footprint"	Means the demarcated portion of footprint (Ref#K4) of the land measuring approximately 200sqm being part of certificate of title No. 23460.
"Property"	Means the KGDL property measuring one thousand and forty (1040) acres (or thereabouts) (hereinafter referred to as 'KGDL'), and more particularly shown on the Plan attached. The property is registered under Certificate of Title Number 23460 in the name of Kilimanjaro Golf Development Limited.
"Schedule 1"	Means the Kilimanjaro Golf and Wildlife Estate site map annexed hereto.
"Signature Date"	Means the date on which this lease agreement will have been duly signed by each of the parties.

- 2.2 References to numbered clauses and schedules are references to the relevant clause or schedule in this lease agreement. References in any Schedule to numbered paragraphs are references to the relevant paragraph in that Schedule.
- 2.3 This lease agreement and the Appendixes mentioned herein constitute the only agreement between the parties.
- 2.4 References to any provisions of this lease agreement are to be taken as references to those provisions as is in force for the time being and as may be amended, varied, supplemented, substituted or changed in any other way from time to time;
- 2.5 References to any statutory provision are to be taken as references to that statutory provision as amended, supplemented, re-enacted or replaced from time to time (whether before or after the date of this lease agreement) and are to include any orders, regulations, instruments or other subordinate legislation made under or deriving from that statutory provision;
- 2.6 The clause, schedule, and paragraph headings in this lease agreement are for ease of reference only, and are not to be taken into account in the interpretation of the clause, schedule, or paragraph to which they refer;
- 2.7 Words importing the singular meaning include, where the context so admits, the plural meaning, and vice versa;
- 2.8 Words referring to one gender include both genders, and words denoting natural persons include corporations and firms;
- 2.9 Words denoting an obligation on a party to perform any act, matter or thing include an obligation to ensure that it be done, and words placing a restriction on a party include an obligation not to permit infringement of the restriction;
- 2.10 References to 'liability' include where the context so allows, claims, demands, proceedings, damages, costs and expenses.

3. AGREEMENT FOR LEASE

- 3.1 In consideration of the agreed payment by the Lessee to the Lessor, the Lessor shall lease the footprint to the Lessee on the terms and conditions set herein.
- 3.2 The Lessor shall not be under any obligation to finalize the lease of the footprint unless all the obligations on the part of the Lessee as stipulated in this agreement have been fulfilled thereof including payment of the consideration, signing and sealing of all documents in accordance with this lease agreement;
- 3.3 Any minor incorrect statement error or omission found in the plan or in this lease agreement shall not annul the Lease;
- 3.4 The Lessee acknowledges that the Lessor in consultation with the lessee may wish to change the layout of the Estate, future developments and improvements as disclosed on the estate drawings, phased master plan and estate layout are indicative only. Whilst the Plan represents the intention of the Lessor as to the general layout of the Estate any variations in the layout of the remainder of the Estate shall not annul the Lease or give rise to any claim by the Lessee for compensation or otherwise.

4. CONSIDERATION

- 4.1 The Lessee shall pay to the Lessor, a sum of **United States Dollars Thirty Thousand (US\$ 30,000)** being USD 315.79 per annum as consideration for the specified lease period. The consideration is inclusive of relevant taxes. The consideration will be paid in installments as set out in the Payment Terms Agreement signed by both parties and which shall form part of this agreement.
- 4.2 The Lessor, upon acknowledging receipt of full payment (**and or any other sum as shall be agreed in writing between parties**) shall register the Lease. The initial registration costs for the Lease shall be borne by the Lessor. Renewal costs shall be as reflected under 8.1.6.
- 4.3 At completion of lease registration the Lessor's advocate after written instructions from the Lessor shall deliver the following documents to the Lessee or his/its appointed agent;
 - The original copy of the registered Lease at the Land registry in Moshi - Kilimanjaro.
 - The Certificate of Occupancy for the Footprint.
- 4.4 Failure to comply with the condition [4.1] above shall lead to forfeiture of US\$10,000 from the amount already paid.

5. TERMS OF LEASE

- 5.1 The Lease Term shall be twenty one (21) days less than the current date of expiry for the current right of occupancy of the land. This lease shall be automatically renewed, again less than twenty one (21) days of the renewed period of the right of occupancy, when the right of occupancy is renewed to the Lessor, on the expiry of the present lease period. This arrangement will be subject to the Lessee adhering to its terms and conditions and shall be perpetual so long as the right of occupancy is renewed in the name of the Lessor.
- 5.2 The Lessee shall lease the footprint for a period of ninety nine years which will begin and expire as reflected in the title deed. This lease shall be renewed upon expiry at the same rate of USD 315.79 per annum.
- 5.3 The Lessor shall Lease the footprint, free from any encumbrances whatsoever, except to follow the rules and regulations set down in the Covenants and terms of this agreement.
- 5.4 The Footprint is leased subject also to the terms and conditions contained in the Certificate of Right of Occupancy.
- 5.5 The risk of damage to or destruction of the Footprint shall pass to the Lessee immediately after taking possession of the Footprint and the Lessee is deemed to have taken possession upon making full payments of the consideration.
- 5.6 All service fees, rates, land rent and similar outgoings prior to leasing of the Footprint shall be payable by the Lessor.
- 5.7 The Lessee is deemed to have inspected the Footprint and it is leased in its present state and condition.
- 5.8 The Lessee agrees to be bound by the Covenants, failure of which can be treated as a ground for imposing a fine.
- 5.9 The Lessee may use the premises for commercial purposes which are limited to sublet or use for holiday rental purposes to third party guests. The Lessee must make all reasonable endeavors to ensure that the Covenants are observed by such guests.

- 5.10 The Lessor at any time after leasing, reserves the right to review the Covenants and regulations from time to time. In this regard, the decision of the Board is final and binding.
- 5.11 Transferability of the lease is subject to the lessee adhering to the conditions and covenants, rules and regulations and all other terms of the lease. The lease shall be transferable and negotiable without any leave or permission or reference from the Lessor, provided that such transfer (in whatever form and however named) shall be with the same terms, conditions, covenants, rules and regulations as appearing on the original Lease deed and its appendixes. The Lessor further guarantees assignability or transfer of this lease by the Lessee to any person of his choice.
- 5.12 The terms, conditions, covenants, rules, regulations and all other terms of the lease shall bind any successors in title, assignees, transferees as well as executors and heirs of the parties to the lease and any reference to the Lessee or the Lessor shall mean and include, as the case may be, the incumbent successors, assignees, transferee, executor, or heir of the Lessee or the Lessor.

6. THE KGWE AND GOLF CLUB

- 6.1 In consideration of the Lessee leasing the Footprint the Lessor shall develop KGWE, golf course and club house and the Lessee shall be entitled to automatic Membership of a maximum of two occupiers free of joining fees.
- 6.2 The KGWE and Golf Club shall be managed in accordance with the rules and regulations set out and reviewed by the Board from time to time, the Memorandum and Articles of Association, the Architectural Policies and the Contractor's Rules and Regulations provided always that if there is a conflict between the said documents then the matter shall be referred to the Board for interpretation and clarification; whose decision shall be final.
- 6.3 Upon the lease of a footprint, the Lessee shall be bound by the Covenants and to remain as such for as long as the Lessee continues to be the registered owner of the footprint. In the event the Lessee shall be more than one person, all joint or co owners are bound by the above Covenants and any other rules and regulations and in the event of transfer of the lease, the new owner shall be bound by the same.
- 6.4 The Lessee's entitlement to membership shall be dependent on their continued leasing of the Footprint and payment of agreed membership fees and will be terminated with a change in such ownership. These rights are not transferable to the new owner. The new owner thereof will have to renegotiate the fees for membership rights with the Lessor.
- 6.4.1 The Lessee's membership rights may be used by any two occupiers at the time of occupancy. The parties to this agreement shall agree on how this arrangement will be formally notified to the Golf Manager every time there is a change of occupiers.

7. GENERAL COVENANTS

This Agreement constitutes a legal, valid, and binding obligation of the parties and is enforceable against each party in accordance with its terms and conditions, except where enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, force majeure and other similar circumstances affecting creditors' rights or remedies.

8. SPECIFIC COVENANTS

8.1 The Lessor hereby warrants to the Lessee that:

- 8.1.1 The Lessor has no undisclosed debtors or creditors, no pledge, lien or other encumbrances on, or over the leased footprint relating to this Lease agreement and there is no agreement or arrangement to give or create any such encumbrance over the said footprint.
- 8.1.2 The Lessor shall as soon as is possible (having due regard to the size and the specialized nature of the development) complete the development of KGWE, golf course and club house in accordance with the plans having previously been produced and of which the Lessee shall be deemed to have full knowledge subject to any amendments or variations to the master plan.
- 8.1.3 The Lessor shall comply with all building regulations and by-laws and obtain all necessary consents and planning approvals relating to the development of the KGWE, golf course and club house.
- 8.1.4 The Lessor shall handover a copy of the withholding tax receipt to the Lessee for his records upon payment of the same. Should the Lessee decide to pay withholding tax, the same should be notified to the Lessor and the Lessor shall receive copy of the receipt from the Lessee immediately upon payments being made and the receipt being issued.
- 8.1.5 In the event this Lease agreement shall fail, for no fault of either the Lessor or of the Lessee, all the monies paid to the Lessor by the Lessee in contemplation of the Lease shall be refunded less expenses, legal fees, taxes and bank charges already incurred.
- 8.1.6 The Lessor shall have the obligation to renew the lease on the same terms and conditions for the Lessee upon expiration of the tenure of the right of occupancy.
 - 8.1.6.1 The Lessee however will have the obligation to cover any costs including taxes and legal fees to be incurred on the procedure of renewal of the right of occupancy and re registration of the lease for the new term as per the laws at the time of renewal.
 - 8.1.6.2 The Lessee shall undertake the documentation, renewal of the title deed and re registration of the lease process with his lawyers and the Lessor shall furnish any documents and signatures required to enable this exercise to go through.

8.2 The Lessee Covenants with the Lessor as follows:

- 8.2.1 He has the power and capacity to enter into and perform his obligations under this Agreement;
- 8.2.2 The Lessee shall at all times observe and cause his representatives, assignees, agents, employees, servants, guests invited or uninvited or any other person deriving title under the Lessee including the new owners of the Footprint or who shall occupy the Footprint for whatever period of time to observe the fundamental terms and conditions of the Lessor contained in Appendices 1, 2, 3 which form part and parcel of this lease agreement. Any breach shall be treated as a fundamental failure. As a consequence of which either the Board or the Lessor shall be at liberty to take legal action for breach of contract including denying access/easement to the property until a common solution is reached by both parties and to the satisfaction of the Board.
- 8.2.3 The Lessee shall promptly notify the Lessor in writing of any proceedings which come to its or his/her notice whereby it transpires that the Lessee is, or may become, liable in respect of

13. INVALIDITY

- 13.1 If any term or provision in this lease agreement shall in whole or in part be held to any extent to be illegal, that term or provision or part shall to that extent be deemed not to form part of this lease agreement and the enforceability of the remainder of this lease agreement shall not be affected.
- 13.2 In the event of the above, the parties shall negotiate in good faith in order to agree to the terms of a mutually satisfactory provision to substitute the provision found to be void or unenforceable.

14. PROPER LAW AND JURISDICTION

This lease agreement shall be governed and construed in all respects in accordance with the laws of the United Republic of Tanzania mainland.

15. WAIVER

The failure to effect or any delay in effecting a right or remedy provided by this lease agreement or by law does not amount to a waiver of the right or remedy. No single or partial exercise of a right or remedy provided by this lease agreement or by law prevents the further exercise of the right or remedy or the exercise of another right or remedy. The rights and remedies provided by this lease agreement are cumulative and not exclusive of any rights or remedies provided by law.

16. ARBITRATION

Any dispute or difference between the parties to this lease arising from or in connection with this lease agreement shall first be settled amicably by the parties, failure of which the matter may be referred to arbitration as provided for by the Arbitration Act [Cap. 15 of R.E 2002] of the laws of the United Republic of Tanzania or in any other statutory modification thereon or enactment or by any other mode of arbitration as agreed by the parties hereto. The decision of the Arbitrator shall be final and binding upon the parties and the parties hereby agree to be so bound by the decision of such arbitrator.

17. CONFIDENTIALITY/ DUTY OF CARE

Both parties to this lease agreement undertake to treat all information (whether written, oral, or electronic, or otherwise) arising from or in connection with this lease agreement as confidential between the parties and not to disclose it to third parties except as necessarily required in the normal course of their trade or business, and both parties acknowledge a duty of care to each other.

18. MATTERS AFFECTING THE FOOTPRINT

The Footprint is leased subject to:

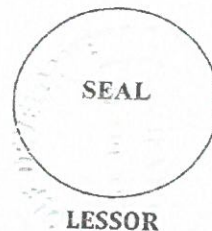
- 18.1 All local land charges
- 18.2 All notices served and orders, demands, proposals or requirements made by any local public or other competent authority whether before or after the date of this lease agreement.
- 18.3 All actual or proposed changes, notices, orders, restrictions, agreements, conditions contraventions or other matters arising under the enactments relating to Urban Planning and Environmental laws.
- 18.4 The Covenants as defined herein before (as attached Appendixes to this agreement);

- 18.5 The Lessor shall give access to the Lessee to use the roads and pathways within KGWE which are owned by Lessor. However this easement is dependent on payment of annual service fees as provided in the Covenants.
- 18.6 For the purposes of the contracts rights of third parties, it is agreed that nothing in this lease agreement shall confer on any third party any right to enforce or any benefit of any term of this lease agreement;
- 18.7 The parties shall execute and perform such other acts, deeds, documents as may be necessary to carry out this lease agreement and the matters herein referred to into effect;
- 18.8 The provisions of Schedule I shall form part of this lease agreement;
- 18.9 This lease agreement is a deed and has been signed and executed by the parties and shall be in the English language and in three (3) authenticated originals. Authentic copies to be supplied to the Lessee, the Lessor and the Land Registry;
- 18.10 All rights of way, water and drainage and other easements or quasi-easements (if any) affecting the Estate or any part thereof.

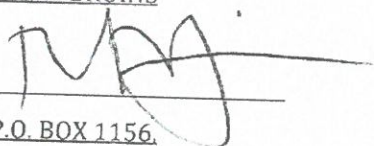
S/D

IN WITNESS WHEREOF the Lessor and the Lessee have hereunto set their respective seals and hands to this indenture of Lease on the day, month and year of our Lord first above herein written.

SEALED with the COMMON SEAL of the said
KILIMANJARO GOLF DEVELOPMENT LIMITED
SIGNED and DELIVERED in the presence of us
This 5th day of May, 2017



Full Name: BASTIAAN BRUINS

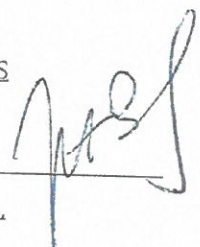
Signature: 

Postal Address: P.O. BOX 1156

ARUSHA - TANZANIA

Qualification: DIRECTOR

Full Name: JEROME BRUINS

Signature: 

Postal Address: P.O. BOX 21

USA RIVER - TANZANIA

Qualification: DIRECTOR

SLD

SEALED with the COMMON SEAL of the said
ERERA TANZANIA LIMITED
SIGNED and DELIVERED in the presence of us
This..^{6th} day of..... May 2017



Full Name: Sriyanjit Perera

Signature: [Handwritten Signature]

Postal Address: P.O. BOX
..... - TANZANIA.

Qualification: DIRECTOR

Full Name: LOUISE PERERA

Signature: [Handwritten Signature]

Postal Address: P.O. BOX
..... - TANZANIA.

Qualification: DIRECTOR

FEE/DUTY PAID SHS. 681,000. =
RECEIPT No. 18435864
IN RESPECT OF LEASE AGREEMENT
DATE 6th SEPTEMBER 2018
For: DISTRICT MANAGER
TRA ARUMERU



Kiligolf site map

at Meru

Mount Kiliman

