



THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF NATURAL RESOURCES AND TOURISM  
TANZANIA NATIONAL PARKS



*In reply please quote:*

Ref. No: **AD.170/235/01 "F"**

Date: **09/03/2022**

Managing Director,  
Opulent Parks Limited,  
P.O. Box 78744,  
**DAR ES SALAAM.**

Re: **LETTER OF OFFER TO CONSTRUCT A PERMANENT TENTED CAMP AT  
KOPJES 2 SITE WITHIN SERENGETI NATIONAL PARK**

We acknowledge receipt of your letter with Ref. OPL/TANAPA/190222 dated February 17<sup>th</sup>, 2022 on the submission of the Development Prospectus and Business Plan for the development of Permanent Tented Camp at Kopjes 2 Site within Serengeti National Park.

2. This letter hereby grants permission to Opulent Parks Limited to construct a Permanent Tented Camp at Kopjes 2 Site located GPS Coordinates 36M 0729350 UTM 9735495 with a maximum of 40 beds (20 guest tents only) capacity.
3. In accordance to the TANAPA Investment procedures, you will be required to fund an Environmental Impact Assessment study for approval by the National Environmental Management Council (NEMC).
4. Note that this Offer is only valid for three Years (3 Years) after which it will be automatically be revoked if the site allocated to you has not been developed.
5. You are required to pay site allocation fees as one of the mandatory requirements of this offer and to enable you to sign the License Agreement with TANAPA.

## TANZANIA NATIONAL PARKS

6. Finally, you will be required to sign a License Agreement with TANAPA as a final stage before starting construction work on site after you have secured Environmental Impact Certificate from NEMC. The License Agreement with TANAPA is a legal document that stipulates terms and conditions of operation within the National Park.
7. We are looking forward to work with you, you are most welcome to Serengeti National Park.
8. Thank you for your interest to invest in Tanzania National Parks, looking forward to working together with you.

Yours Sincerely;  
**TANZANIA NATIONAL PARKS.**



W.S. Mwakilema  
**CONSERVATION COMMISSIONER**

- Copy to: - Zonal Senior Conservation Commissioner - Western Zone - For  
Information
- Senior Assistant Conservation Commissioner - Serengeti National  
Park - For further guidance and assistance.

**INVESTMENT AGREEMENT IN BURUNGE WILDLIFE  
MANAGEMENT AREA**

THIS AGREEMENT is made on this 24<sup>TH</sup> day of MAY 2022 by and

**Between**

**THE BOARD OF TRUSTEES OF JUMUIYA YA HIFADHI WANYAMAPORI BURUNGE**, an Authorized Association (hereinafter referred to as "the AA") established and duly registered for the purposes of managing BURUNGE Wildlife Management Area (hereinafter referred to as "the WMA") having its registered office in Mwada Village, Babati District, and whose postal address is P.O Box 104, Babati, Tanzania, of the one part,

**And**

**OPULENT PARKS LIMITED** a company incorporated under the laws of the United Republic of Tanzania, holding certificate of incorporation number 149185496 and having its registered office at 1034 Touch Lane, Slipway Msasani Peninsula and whose postal address is P.O.Box 78744, Dar es Salaam, Tanzania), (hereinafter referred to as "the Investor") of the other part.

Both parties hereinafter to be referred to as "the Parties".

**WHEREAS**

- A. The AA, acting for and on behalf of the local community members in its jurisdiction and in accordance with its constitution, has the power to grant a concession for wildlife utilization over the BURUNGE Wildlife Management Area located in Babati District, Manyara Region in the United Republic of Tanzania;
- B. The AA in collaboration with the Investor have agreed to enter into an agreement to conduct game viewing safaris, walking safaris, photographic safaris, lodges, camps, eco-tourism and cultural tourism to Tanzanians and foreign tourists alike and all other non-consumptive leisure activities within the Photographic Zone area. The Investor will be responsible in accordance with Non-Consumptive Wildlife Utilization Regulations 2016 where such activities are used by the Investor;
- C. The Investor shall construct a lodge within the WMA at an area known as **Oridoy** within the BURUNGE WMA measuring 49.427 acres as shown in the map annexed and marked as (Annexure "A" edged red) (hereinafter referred to as "the demised premises") and in compliance to the laws that govern the WMA, the investor has agreed to enter into this Agreement with the AA for

operating the said lodge and conducting Non consumptive wildlife activities in the WMA; and

- D. The AA and the investor recognizes the fact that this Agreement is mutually supportive and not mutually exclusive;
- i. To ensure the preservation of the terms of this Agreement;
  - ii. To bring together the skills, knowledge financial resources and assets of local community members and the investor with a view to develop and take advantage of the wildlife resources and related economic activities in the WMA;
  - iii. To ensure that the local community receives a fair share of the benefits from the use of the assets under their control and that the interests of the investor(s) are secured; and
  - iv. To provide technical, financial and management skills necessary for the success of the venture.

NOW THEREFORE the parties hereto agree as follows:

## 1 DEFINITION AND INTERPRETATION OF TERMS

In this agreement (including the recitals hereto) the following expressions shall unless the context otherwise requires have the following meanings:-

- 1.1 "Agreement" The agreement between Authorized Association and the Investor binding upon the investor and its licensees, and assignees.
- 1.2 "Bed-Night" means the occupation of an individual bed in the Camp by an individual paying client but does not include the occupation of a camp bed by persons granted a concessionary rate provided specifically and exclusively for marketing purposes in the ordinary course of business or by an employee of the Camp.
- 1.3 "Bed-Night Fees" means the amount to be paid in accordance with the Non-Consumptive Wildlife Utilization Regulations.
- 1.4 "Bed Night Fees Commencement Date" means the date on which the first paying guest is accommodated at the camp after within an operational date specified.
- 1.5 "Commencement date" means a date that this Agreement is signed by both parties;

- 1.6 "BURUNGE Wildlife Management Area" means all that land which has been set aside by village assemblies for purposes of WMA demarcated and indicated more particularly on the sketch plan and has been gazetted by the Minister for Natural Resources and Tourism through Government Notice number 57 of 3<sup>rd</sup> September 2007 which established the BURUNGE WMA.
- 1.7 "Conservation Fee" means the fee payable under Wildlife Conservation (Non-Consumptive Utilization) Regulations.
- 1.8 "Concession fee" means the fee payable as a mode of consideration between an Authorized Association and investor for the purpose of putting to use a piece of land for the construction of the lodge situated in the wildlife management area for a specified period.
- 1.9 "WMA" shall have the same meaning with BURUNGE Wildlife Management Area.
- 1.10 "Non-consumptive use" shall have the same meaning ascribed to it by the Wildlife Conservation (Non-Consumptive Utilization) Regulations.
- 1.11 "Room Rate" means the actual amount charged by the investor to its paying guest for a bed night.
- 1.12 "United States Dollars" or "US\$" shall mean the lawful currency of the United States of America.
- 1.13 "Tanzania shillings" or "Tshs" shall mean the lawful currency of the United Republic of Tanzania.
- 1.14 "User right" shall mean the permission that has been granted by the Director of Wildlife Division to AA to utilize wildlife resources in BURUNGE Wildlife Management Area in accordance with the provision of the Wildlife Management Areas Regulations.

## 2 RESOLUTIVE CONDITIONS

- 2.1 This agreement is conditional upon fulfillment of the following resolute conditions, namely:
- a. The plans and specifications being approved in writing by AA, such approval not to be unreasonably withheld or delayed;
  - b. The Investor obtaining from the appropriate Governmental and Municipal and/or public authorities the necessary approvals, in writing, to the Development and in respect of the plans and specifications. In this regard, AA undertakes to render every reasonable assistance to the Investor to obtain these approvals;

### 3 OBLIGATIONS OF THE PARTIES

3.1 The AA hereby agrees that:-

- 3.1.1 It shall endeavor to keep and maintain the demised specified photographic zone free from any human settlement, whether temporary or otherwise, for the entire duration of the agreement.
- 3.1.2 It shall provide the investor and/or his/her agent access to the demised specified photographic zone at all times.
- 3.1.3 It shall not grant any user rights to any third party to operate a business in that particular site which the Investor's Lodge is situated.
- 3.1.4 It shall draw the Investor's attention and involve him/her in all matters that the AA may believe to be detrimental to the continued existence of the investment or the Investors activities in the WMA.
- 3.1.5 It shall not enter into any other agreement in the duration of this agreement for business operations in its jurisdiction or merge with any other organ or body without prior notice and consent of the Investor. And that the consent of the Investor shall not be unreasonably withheld based on parties regarding of limitation of the area covering to be used relying on zone management plan.
- 3.1.6 It shall call management meeting once a year with investor at the end of every financial year to discuss issues regarding business development over the area and any other issue which may be of significance important for business development in BURUNGE WMA and the meeting may be convened any time as agreed by the parties.
- 3.1.7 It shall ensure provision of anti-poaching patrols in the investment area (concession) in collaboration with the investor and other stakeholders
- 3.1.8 It shall provide protection of biodiversity resources in the WMA including but not limited to protection of water courses, liaising with the village council in passing bye-laws for environmental protection of the wma, controlling charcoal burning and cutting down of trees

### 4 Investor hereby agrees:

- 4.1 To provide all the finances necessary for the construction and maintenance of the Lodge and for the success of the business to enable conducting of camping safaris, walking safaris, photographic safaris and game viewing.
- 4.2 To provide all equipment and assets necessary to enable camping safaris, walking safaris, game viewing and photographic safaris takes place.

- 4.3 All immovable fixtures of a permanent nature, whose removal may cause damage to the environment, shall devolve to the AA upon lapse of the agreement whether by expiration of term or by termination whichever is earlier.
- 4.4 To construct and maintain lodge/ tented camps, access roads and all necessary auxiliary building infrastructures.
- 4.5 To respect the cultures, traditions and dignity of local community members.
- 4.6 To absolve the AA from any financial risk or liabilities associated with this Agreement where the Investor is in breach of this agreement.
- 4.7 To market the Wildlife Management Area.
- 4.8 To train and employ local community members in the day-to-day activities of the investment. In particular, the Investor shall employ not less than 60% of his/her staff from local community members.
- 4.9 To plan, implement and develop projects that are for the benefit of the community.
- 4.10 Supply basic social infrastructure and necessities as shall be agreed to by the parties,
- 4.11 To ensure that the investment is subjected to Environmental Audit and that its operations will adhere to the Environmental Management Act (2004), its Regulations, guidelines and procedures.
- 4.12 Not to interfere or tamper with, or apply political, financial or economic mechanism, or in any other manner whatsoever, with a view to influence the administration and day-to-day activities of the AA in favor of the company.
- 4.13 Shall not keep or permit to keep on the land any livestock or domestic pets.
- 4.14 Not to use the land provided for the investment for any purpose save for that which has been approved in terms of this Agreement without prior written consent of the AA.
- 4.15 Not to sublease sublet or transfer in any manner whatsoever, the Agreement, or any part thereof, without the written consent of the AA obtained in a general meeting of the AA duly convened for the purpose of considering the consent.
- 4.16 That all property, movable and immovable, used in the concession area would be the property of the investor and that the investor shall not borrow, rent or lease any immovable property for the purpose of using such facility without the written consent of the AA.

#files



4.17 To abide by the by- laws passed by the constituent villages of WMA.

## 5 MANAGEMENT OF NATURAL RESOURCES

5.1 The Investor undertakes:-

- 5.1.1 To take all necessary measures to prevent soil erosion and other damage to the ecosystem within the WMA in accordance with the law.
- 5.1.2 Not to remove, sell damage or otherwise dispose of any sand, gravel, earth, stone or timber except in accordance with the law.
- 5.1.3 Not to destroy any trees without the written consent of the AA.
- 5.1.4 To protect the destruction of environment in whatever way not specifically stated.
- 5.1.5 To ensure solid and liquid wastes from the camp/lodge are disposed in such a way that do not contaminate the environment.
- 5.1.6 To use only designated tracks and or roads as agreed by the parties and not at any time to use off road driving.

## 6 ASSIGNMENT

- 6.1 The Investor hereby undertakes not to sublease, assign or part with possession of the concession or investment facility or part thereof, that has been granted for purpose of investment by the AA under this Agreement without the consent of AA. However, AA shall not unreasonably withheld the consent of the investor.

## 7 PERFORMANCE BOND

- 7.1 The Investor shall deposit Performance Bond of 10% USD (\$) 10,000 to an account jointly owned by investor and the AA, as security for undertaking the development of the venture. This amount plus the interest accrued thereon shall be liable to forfeiture by the AA where the Investor either absconds or abandons the investment or to enforce a judgement against the Investor if is in default of payment.
- 7.2 The performance Bond and interest accrued thereon shall otherwise revert back to the investor upon the lapse of the Agreement.



**8 FEES FOR THE RIGHT TO OPERATE AND COMMUNITY DEVELOPMENT CONTRIBUTION**

- 8.1 **The Investor** shall upon payment of the fees prescribed hereunder have right to operate in the demised premises and specified photographic zone, as indicated in Annexure "A" edged red provided in the Resource General Management Plan (GMP).
- 8.2 **The Investor** shall pay to the AA fees for the right to operate tourism operations as prescribed in the Wildlife Conservation (Non-Consumptive Utilization) Regulations subject to amendments from time to time; and shall pay an annual concession fee of United States Dollars (USD \$) 12000 with effect from the date of this agreement in consideration of the Investor's exclusive use over the 49.427 acres of land (the demised premises). The said concession fee shall be paid within the 12 month period each year.
- 8.3 **The Investor** shall pay to the Director of Wildlife through the Tanzania Wildlife Protection Fund all rates, fees and dues as provided for under the Wildlife Conservation (Non-Consumptive Wildlife Utilization) Regulations as stipulated by the Wildlife Conservation (Wildlife Management Areas) Regulations.
- 8.4 **The Investor** shall pay to the AA Community Development contribution of minimum of United States Dollars (USD \$) 8000 as a contribution to the Community Development. The Community Development contribution shall be paid annually and shall be maintained in a separate bank account to be opened by the AA. The AA, the District Advisory Board and the Investor shall collectively determine the nature and timing of social development projects to be funded. The Community Development Contribution will be paid after the first guest arrives to the lodge

**9 Bank account for payment of Concession fee is:**

JUMUIYA YA HIFADHI WANYAMAPORI BURUNGE  
NMB BABATI BRANCH  
ACCOUNT NO. 4076600004

**10 INSURANCE**

The investor shall purchase insurance in its own name to cover all liabilities in respect of damage or loss which may be suffered by any persons by reason of or arising directly out of the use of the site and tourist facilities and its ancillary services and to keep the AA indemnified against all such liabilities.

The level and type of insurance covers taken out by INVESTOR, together with the identity of the insurers must be communicated to the AA in writing by INVESTOR together with any changes thereof that may be affected from time to time.

## 11 REMEDIES, INTERPRETATION AND APPLICABLE LAW

Any breach of this agreement shall entitle the aggrieved part to seek remedies in accordance with established laws, rules, regulations and principles governing the contract pertaining in the United Republic of Tanzania. Any matter or question arising in relation to the interpretation of the words or any word or phrase appearing herein relating to this Agreement shall be interpreted in accordance with definition provided herein or use thereof in accordance with the relevant applicable laws of the United Republic of Tanzania.

## 12 DISPUTE SETTLEMENT

- 12.1 Should any dispute arise out of or in connection with this Agreement, either party shall be entitled to require by written notice to the other that the dispute be submitted to arbitration in terms of this Clause 12. For the avoidance of any doubt, this Clause 12 shall be capable of general application to each and every dispute that may occur.
- 12.2 Upon receipt of the written notice referred to in clause 12, the parties shall meet and Endeavour in good faith to resolve the dispute amicably and expeditiously.
- 12.3 If the parties are unable to resolve the dispute in question despite compliance with clause 12.2, then the dispute shall be referred to arbitrators preferably 3 arbitrators in accordance with the remaining provisions of this clause 12
- 12.4 Subject to the foregoing provisions of this clause 12, provided that the arbitrator/s shall be, if the question in issue is:
- (a) primarily an accounting matter, the senior partner for the time being of an international accountancy practice resident in Dar es Salaam;
  - (b) Primarily a legal matter, a senior Counsel of the Tanzanian Bar, a retired Judge or Attorney General for that matter.
  - (c) any other matter, a person with the appropriate qualifications and experience agreed upon by the parties in writing or, failing such agreement within 14 days, appointed by the President for the time being of the East African Court of Justice, situated at Arusha, United Republic of Tanzania, who may be requested by either party to make nomination at any time after the expiry of that 14 day period.

12.5 The arbitration shall be subject to the laws of the United Republic of Tanzania.

12.6 The arbitrators shall be entitled to:

- (a) call for and examine any documents or records which are relevant to the issue in dispute and to take copies or make extracts therefrom and the right to have them produced and/or delivered at any reasonable place required by him for the aforesaid purpose;
- (b) Interview and question under oath representatives or witnesses of any of the parties;
- (c) Make such an award for specific performance, an interdiction or injunction, damages or a penalty or otherwise as he in his discretion may deem fit and appropriate.

12.7 The arbitration shall be held as quickly as possible after its is demanded with a view to this being completed within sixty days after arbitrators have been appointed.

12.8 Immediately after the arbitrators have been agreed upon or nominated in terms of clause 12.4, either party shall be entitled to call upon the arbitrators to fix a date and place when and where the arbitrations proceedings shall be held. The proceedings shall be held in camera and the parties undertake to maintain the utmost confidentiality with regard thereto.

12.9 Any award that may be made by the arbitrators:

- (a) Shall be in writing and include the reasons therefore;
- (b) Shall be final and binding;
- (c) Will be carried into effect; and

12.10 In the event that this Agreement should terminate, for any reason whatsoever, then the provisions of this clause 12 shall survive such termination.

12.11 (*Subject to clause 12.12*) This clause 12 constitutes an irrevocable consent by the parties to any proceedings in terms hereof and no party shall be entitled to withdraw therefrom or to claim in any such proceedings that it is not bound by this clause 12.

12.12 This clause 12 shall not preclude either party from obtaining relief by way of motion proceedings on an urgent basis from a court of competent jurisdiction, pending the decision of the arbitrator.

### 13 ACCESS TO RECORDINGS AND REPORTING

13.1 The Investor shall maintain and keep records and book of accounts and make these available upon request for inspection by the AA. The Investor shall

submit such books and records showing bookings made and guests register to the satisfaction of AA. Non compliance with this requirement shall entitle the AA to revoke this Agreement forthwith.

- 13.2 Throughout the term of this agreement investor shall make available to AA within 30 days of the month following a period of six months a report which shall include information on:-
- (i) The total paying occupancy of the lodge/tented camp during the applicable period and broken down into (a) nights and (b) by bed night type such as adult children local resident overseas resident; and
  - (ii) The total quantity of revenue from the Lodge generated by the business for AA broken down by the Bed-Night Fees and the Conservation Fees payable during the applicable period and a reconciliation of this revenue to the occupancy report referred to in the preceding sub-clause.

#### 14 OCCUPATION

- 14.1 Notwithstanding the commencement date, the Investor shall be entitled to take possession of and occupy the Area with effect from the date the Investor starts construction on the site, AA confirms that there will be no physical impediment to the Investor in taking such possession and occupation.
- 14.2 The risk of taking of possession of the Area prior to the fulfillment of the resolute conditions shall be of the Investor and it shall be obliged, in the event any such conditions are not fulfilled, to immediately vacate the Area and restore the Area to AA in no less a condition than it was in prior to possession, subject to vacation notification being served upon the Investor by AA.
- 14.3 Subject to the provisions herein contained, and if actual possession and occupation have not occurred by that time, the Investor shall be deemed to have taken possession and occupation of the Area on the date when the conditions set out in *paragraph 2.0* herein are fulfilled

#### 15 LEASE

- 15.1 Upon the terms and conditions herein set out, AA hereby lets the Area to the Investor, which hereby hires the same.
- 15.2 Neither party shall be entitled to change the use of the Area nor the Investor hereby binds itself to the use of the Area lawfully, to comply with all relevant laws and bye-laws.

## 16 OPERATION AND DURATION

Unless otherwise stated herein, or in any other law in force and to which this Agreement applies, this Agreement shall be deemed to have commenced on the date of signing by the appropriate and relevant persons for and on behalf of both Parties duly Authorized to do so. The Agreement shall be operative for a period of 25 years subject to renewal. The agreement shall as long as the Investor is not in default of this agreement be renewed for a further term of 15 years subject to the investor giving the AA a one year notice with a remainder six month after the first notice is served before the expiry of the subsisting term. In case the Investor does not wish to continue to operate the area upon the expiry date of the agreement, the Investor shall not have the authority to transfer the rights granted under this agreement and all immovable assets shall be the property of the AA with immediate effect.

## 17 AMENDMENT

The parties through formal communication may by mutual consent amend this Agreement or any part thereof they deem that it is necessary in order to conform to change in legislation, by-laws, regulations and/or policies, or as they deem that such change shall enhance the performance of the Agreement.

## 18 RENEWAL

The parties to this Agreement may, upon mutual understanding, renew this Agreement for a further period(s) as prescribed in the Wildlife Management Areas Regulations and upon terms and conditions as they may have decided. In the event that either party deem it fit to renew the Agreement, either party shall give twelve calendar (12) months notice of such intention and the investor shall be given the first right to extend the agreement and that should not be unreasonably withheld.

## 19 TERMINATION OF AGREEMENT

19.1 This Agreement shall automatically be terminated in the event where the Director of Wildlife withdraws or cancels the Wildlife User Right granted to the AA;

19.2 Either party may terminate this Agreement if the other Party causes a fundamental breach of the Agreement.

Fundamental breaches of the Agreement shall include, but shall not be limited to the following:

- a) the Investor fails to fulfill or comply with any obligation placed upon it by the terms hereof, and fails to remedy such default within a period of 60 days after receipt of written notice from AA calling upon it to do so;

- b) The Investor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- c) If the Investor delays the completion of the investment within an agreed period after the commencement date or any date as shall be agreed by the Parties in writing;
- d) The AA may terminate the Agreement if the Investor is in gross breach of this agreement.

19.3 If the Agreement is terminated, the Investor shall stop his operation immediately, make the Area safe and secure, and leave the Area as soon as reasonably possible.

19.4 If the Contract is terminated for the AA's convenience or because of a fundamental breach of Agreement by the AA, the Parties shall cause an independent Valuer to issue a certificate for the value of the Investor's costs to the Area which the Investor shall be entitled to be indemnified.

## 20 COMPENSATION

The parties hereby agree that upon expiry of this Agreement and in the absence of any renewal.

20.1 The AA may require the investor to remove any improvement that has been effected by the investor and restore the land to a condition acceptable to the AA within three (3) calendar months. In exercising this option, the AA shall however, give six months (6) notice to the Investor. In the event the Investor fails to remove such improvements, the AA may remove the said improvements with a view to restoring the land and recover the costs incurred in the exercise from the Performance Bond deposit

20.2 That all or any part of the said improvements that the Investor does not demand shall not be removed shall revert to the AA and no compensation shall be due or payable in any way whatsoever to the Investor in respect of the said improvements.

## 21 FORCE MAJEURE

- (a) If by any reason of force majeure, a party is unable to perform in whole or material part its obligations under this Agreement, then such party shall be relieved of those obligations to the extent it is unable so to perform and it is not possible for the Affected Party to be adequately compensated by insurance and such inability to perform shall not make such party liable to the other.

- (b) If any event of force majeure persists for a continuous period of three (3) months or more and such event prevents a party in whole or in material part from performing its obligations under this Agreement then the party unable to perform its obligations ("Affected Party") may, by written notice to the other, suspend all rights and obligations arising from this Agreement, as the case may be, until such force majeure event no longer persists and the Parties are able to resume performance of their respective obligations;
- (c) Provided that if such notice shall be given by the Investor it shall be permitted access to the WMA to take steps to protect its assets during the period of suspension. The Parties shall only resume performance of their obligations by written notice given by the Affected Party.
- (d) In this Agreement 'force majeure' means any of the following which materially affect the Business, the Lodge, the Owner or the ability of the Investor to participate in the construction and management the Lodge: an act of God (including but not limited to an earthquake, flood or volcanic eruption), pandemic disease or other condition which impairs the normal physiological functioning of humans or of other organisms and which are transmissible to humans, war, terrorism, civil commotion, strike, lock-out or other labour dispute, fire, flood, governmental legislation or any governmental act, sanctions, civil war, trade embargo or any economic or other cause beyond the reasonable control of any party, but excluding any of the above events which is caused by any act, omission or default of any party.

## 22 COMMUNITY DEVELOPMENT

The investor shall use it best commercial endeavours but shall not be obliged taking into account the exigencies of running the business in a remote part of the United Republic of Tanzania and without at any time being obliged to take any step that may infringe any applicable laws:

- (i) whenever and wherever practicable and feasible to prioritise the training and employment of people from the amongst the local community and in particular to ensure the engagement of skilled and unskilled labour from the local community;
- (ii) To develop a business procurement structure that targets local suppliers drawn from and operated within the local community.
- (iii) to facilitate and finance the development of a cultural village and to organise and promote visits by the Lodge guests to the village and to permit AA and the members of local community to display cultural wares and crafts if any

23 STATUTORY OBLIGATIONS

- (i) At the investor's own expense to execute all works and provide and maintain all arrangements upon or in respect of the demised premises in WMA or the use to which the area are being put that are required in order to comply with the requirements of any Statute (already or in the future to be passed) or any government department local authority other public or competent authority or court of competent jurisdiction.
- (ii) Not to do in or near the WMA any act or thing by reason of which the AA may under any enactment incur have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses.
- (iii) To use the WMA in a lawful and orderly manner and nothing shall be done or omitted or permitted contrary to any law or regulations for the time being in force relating to the use of WMA of a like nature to the WMA and not to do or permit or suffer to be done anything whereby any rules or regulations of the local authority for the time being in force applicable to the area may be contravened and/or its consent to the use and occupation of the area for the purpose aforesaid may be withdrawn and in the event of the AA being made liable for any breach thereon attributable to any act or default of the investor, the investor shall indemnify the AA against all and every fine penalty damage and costs incurred or paid or suffered by the investor in consequence of such breach;
  - a) Without prejudice to the generality of the foregoing to comply in all respects with the provision of any statutes and any other obligations imposed by law or by any bye-laws applicable to the Area or in regard to the business for the time being carried on by the investor from the WMA.
  - b) To use its best endeavors to ensure that it is classified and licensed as an operator of a tented camp and related services.
  - c) To pay all fees and charges levied from time to time by the Division of Wildlife or any other body or authority empowered to collect revenue in connection with the use of the WMA or for visitors or invitees or agents of the AA who visit adjoining areas which are currently controlled by the Wildlife division of Tanzania

## 24 MORTGAGE

24.1 In the event that the financing structure of the Development requires a mortgage bond to be registered against the Area, AA shall grant consent thereto; Provided that such a mortgage bond shall only be for the purposes of the Development, be limited to the mortgaging of the Investor's interest in the Lease for the remainder of the Lease term and shall have no consequence upon AA's proprietary and reversionary right over the ownership of the lands comprising the Development.

## 25 NOTICE

25.1 The parties choose, for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purpose arising from this Agreement at their respective addresses as follows:

- (a) to AA  
General Secretary,  
Jumuiya ya Hifadhi Wanyamapori Burunge,  
P O Box 104, Babati,  
Tanzania.
- (b) To the Investor,  
The Managing Director,  
Opulent Parks Limited,  
P O Box 78744,  
Dar es Salaam, Tanzania

By email to: alijivraj@aol.com

25.2 Either party may change its address to another within Tanzania or the Investor's country of origin on the giving of 14 days written notice to the other party.

25.3 Any notice given and any payment made by either party to the other ("the addressee") which:

- (a) is delivered by hand or sent by facsimile transmission during office hours shall be deemed to have been received by the addressee on the day following date of delivery or date of the facsimile transmission;
- (b) is posted by prepaid registered post from an address within Investor's country of origin or Tanzania shall be deemed to have received by the addressee on the 5<sup>th</sup> working day after the day of posting.

25.4 Where a party to this agreement applies for consent in writing under any clause of this Agreement, such consent shall be deemed to be given if the application is not responded to within twenty one (21) days of receipt thereof at the party's address specified in clause 19.1 above.

## 26 CONFIDENTIALITY

The AA and the Investor shall, cause their agents, representatives, officers, directors, employees and advisers to, maintain in confidence and not disclose to any third party any confidential information relating to the operation of the AA and the investor or of the business upon which this agreement is being sought (including the content of any report, information on trademarks, trade secrets and patents without the prior written consent of both AA and the investor)

## 27 GENERAL AND CONCLUSION

- 27.1 This Agreement with its annexure constitutes the whole agreement between the parties and no variation or cancellation shall be of any force and effect unless and until it is reduced into writing and signed by the parties hereto or their duly authorized representatives, nor shall any undertaking or representation not contained herein be part of or be deemed to have influenced the entering into this Agreement.
- 27.2 Any condemnation of any breach of any of the provisions hereof or other act of relaxation, indulgence or grace on the part of either party shall not in any way operate as or be deemed to be a waiver by such party of any of its rights under this Agreement or be construed as a novation thereof.
- 27.3 This Agreement shall be construed and implemented in accordance with the laws of the United Republic of Tanzania.
- 27.4 This Agreement shall inure to the benefit of, and be binding upon, the respective successors-in-title, administrators and permitted assigns of the parties hereto.
- 27.5 The parties hereto undertake to do and procure the doing of all such things and to render all such assistance as may be necessary for the purposes of implementing and giving effect to the terms of the Agreement.
- 27.6 Where in terms of any clause of this Agreement the consent of either party is sought or required, that consent shall not be unreasonably withheld or delayed.
- 27.7 The costs of and incidental to the negotiation, preparation, execution and registration of this Agreement and all necessary attendances incidental or pursuant thereto or pursuant thereto shall be borne by the Investor.
- 27.8 Each party to bear their own legal and other costs in the preparation of this Agreement.
- 27.9 Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

IN WITNESS of which the AA and the Investor have duly executed this Agreement on the date appearing below

**SIGNED, SEALED and DELIVERED**

With the Common Seal of JUMUIYA YA HIFADHI  
WANYAMAPORI YA BURUNGE

By JUMUIYA YA HIFADHI YA WANYAMAPORI BURUNGE (JUHIBU)

(Name of Authorized Office of the AA) at

MWADA-BABATI

(Name of place/town)

This 24 day of 05 2022

Name: PATRICIA W. MOSEA (Authorized Officer)

SEAL



Position in AA: MWENYEKITI WA BODI YA WADAHAMINI JUMUIYA YA HIFADHI

Signature:

**In the Presence of:**

Name: Hussein Ali

Signature:

Position in AA: Ag SECRETARY

Date: 24/05/2022



**SIGNED, SEALED and DELIVERED**

With the Common Seal of OPULENT PARKS LTD

OPULENT PARKS LIMITED at

MWADA VILLAGE / BABATI

(Name of place/town)

This 24TH day of MAY 2022

Name: AYAZALI JINGAT (Authorized Officer)

SEAL



Position in the company: DIRECTOR

Signature:

**In the Presence of:**

Name: KARIM KHAKI

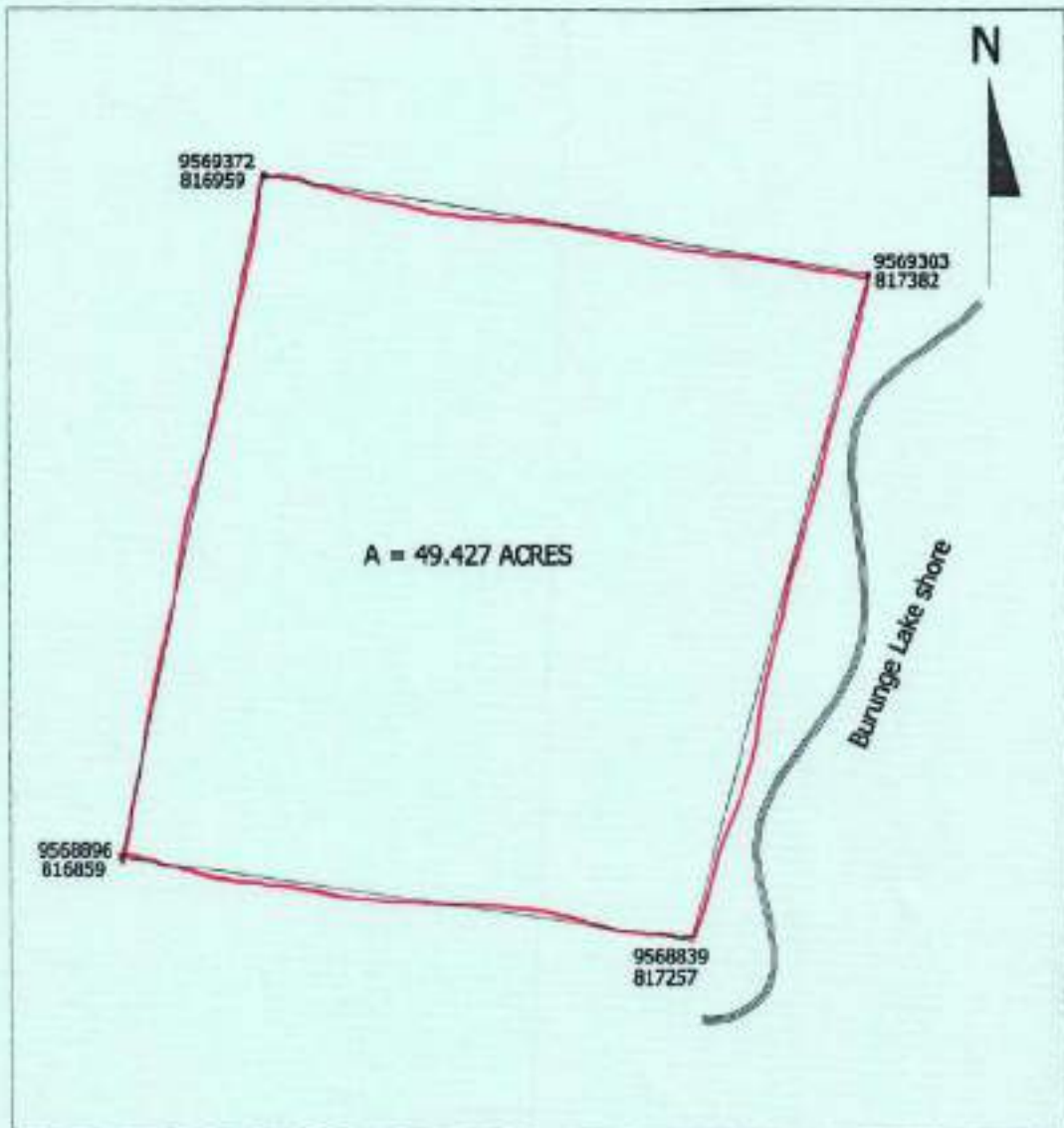
Signature:

Position in the company: DIRECTOR

Date: 24TH MAY 2022

Annexure A

**ENEO LINALOPENDEKEZWA KWA AJILI YA UJENZI WA HOTELI YA KITALII NDANI YA ENEO LA HIFADHI YA JAMII YA BURUNGE**



**INVESTMENT AGREEMENT IN BURUNGE WILDLIFE  
MANAGEMENT AREA**

THIS AGREEMENT is made on this 7TH day of JULY 2022 by and

**Between**

**THE BOARD OF TRUSTEES OF JUMUIYA YA HIFADHI WANYAMAPORI BURUNGE**, an Authorized Association (hereinafter referred to as "the AA") established and duly registered for the purposes of managing BURUNGE Wildlife Management Area (hereinafter referred to as "the WMA") having its registered office in Mwada Village, Babati District, and whose postal address is P.O Box 104, Babati, Tanzania, of the one part,

**And**

**OPULENT PARKS LIMITED** a company incorporated under the laws of the United Republic of Tanzania, holding certificate of incorporation number 149185496 and having its registered office at 1034 Touch Lane, Slipway Msasani Peninsula and whose postal address is P.O.Box 78744, Dar es Salaam, Tanzania), (hereinafter referred to as "the Investor") of the other part.

Both parties hereinafter to be referred to as "the Parties".

**WHEREAS**

- A. The AA, acting for and on behalf of the local community members in its jurisdiction and in accordance with its constitution, has the power to grant a concession for wildlife utilization over the BURUNGE Wildlife Management Area located in Babati District, Manyara Region in the United Republic of Tanzania;
- B. The AA in collaboration with the Investor have agreed to enter into an agreement to conduct game viewing safaris, walking safaris, photographic safaris, lodges, camps, eco-tourism and cultural tourism to Tanzanians and foreign tourists alike and all other non-consumptive leisure activities within the Photographic Zone area. The Investor will be responsible in accordance with Non-Consumptive Wildlife Utilization Regulations 2016 where such activities are used by the Investor;
- C. The investor shall construct a lodge within the WMA at an area known as Kigongoni-Kakoi within the BURUNGE WMA measuring 40.31 acres as shown in the map annexed and marked as (Annexure "A" edged red) (hereinafter referred to as "the demised premises") and in compliance to the laws that govern the WMA, the investor has agreed to enter into this Agreement with the

AA for operating the said lodge and conducting Non consumptive wildlife activities in the WMA; and

- D. The AA and the investor recognizes the fact that this Agreement is mutually supportive and not mutually exclusive;
- i. To ensure the preservation of the terms of this Agreement;
  - ii. To bring together the skills, knowledge financial resources and assets of local community members and the investor with a view to develop and take advantage of the wildlife resources and related economic activities in the WMA;
  - iii. To ensure that the local community receives a fair share of the benefits from the use of the assets under their control and that the interests of the investor(s) are secured; and
  - iv. To provide technical, financial and management skills necessary for the success of the venture.

NOW THEREFORE the parties hereto agree as follows:

## 1 DEFINITION AND INTERPRETATION OF TERMS

In this agreement (including the recitals hereto) the following expressions shall unless the context otherwise requires have the following meanings:-

- 1.1 "Agreement" The agreement between Authorized Association and the Investor binding upon the investor and its licensees, and assignees.
- 1.2 "Bed-Night" means the occupation of an individual bed in the Camp by an individual paying client but does not include the occupation of a camp bed by persons granted a concessionary rate provided specifically and exclusively for marketing purposes in the ordinary course of business or by an employee of the Camp.
- 1.3 "Bed-Night Fees" means the amount to be paid in accordance with the Non-Consumptive Wildlife Utilization Regulations.
- 1.4 "Bed Night Fees Commencement Date" means the date on which the first paying guest is accommodated at the camp after within an operational date specified.
- 1.5 "Commencement date" means a date that this Agreement is signed by both parties;

- 1.6 "BURUNGE Wildlife Management Area" means all that land which has been set aside by village assemblies for purposes of WMA demarcated and indicated more particularly on the sketch plan and has been gazetted by the Minister for Natural Resources and Tourism through Government Notice number 57 of 3<sup>rd</sup> September 2007 which established the BURUNGE WMA.
- 1.7 "Conservation Fee" means the fee payable under Wildlife Conservation (Non-Consumptive Utilization) Regulations.
- 1.8 "Concession fee" means the fee payable as a mode of consideration between an Authorized Association and investor for the purpose of putting to use a piece of land for the construction of the lodge situated in the wildlife management area for a specified period.
- 1.9 "WMA" shall have the same meaning with BURUNGE Wildlife Management Area.
- 1.10 "Non-consumptive use" shall have the same meaning ascribed to it by the Wildlife Conservation (Non-Consumptive Utilization) Regulations.
- 1.11 "Room Rate" means the actual amount charged by the investor to its paying guest for a bed night.
- 1.12 "United States Dollars" or "US\$" shall mean the lawful currency of the United States of America.
- 1.13 "Tanzania shillings" or "Tshs" shall mean the lawful currency of the United Republic of Tanzania.
- 1.14 "User right" shall mean the permission that has been granted by the Director of Wildlife Division to AA to utilize wildlife resources in BURUNGE Wildlife Management Area in accordance with the provision of the Wildlife Management Areas Regulations.

## 2 RESOLUTIVE CONDITIONS

- 2.1 This agreement is conditional upon fulfillment of the following resolute conditions, namely:
- a. The plans and specifications being approved in writing by AA, such approval not to be unreasonably withheld or delayed;
  - b. The Investor obtaining from the appropriate Governmental and Municipal and/or public authorities the necessary approvals, in writing, to the Development and in respect of the plans and specifications. In this regard, AA undertakes to render every reasonable assistance to the Investor to obtain these approvals;

### 3 OBLIGATIONS OF THE PARTIES

3.1 The AA hereby agrees that:-

- 3.1.1 It shall endeavor to keep and maintain the demised specified photographic zone free from any human settlement, whether temporary or otherwise, for the entire duration of the agreement.
  - 3.1.2 It shall provide the investor and/or his/her agent access to the demised specified photographic zone at all times.
  - 3.1.3 It shall not grant any user rights to any third party to operate a business in that particular site which the Investor's Lodge is situated.
  - 3.1.4 It shall draw the Investor's attention and involve him/her in all matters that the AA may believe to be detrimental to the continued existence of the investment or the Investors activities in the WMA.
  - 3.1.5 It shall not enter into any other agreement in the duration of this agreement for business operations in its jurisdiction or merge with any other organ or body without prior notice and consent of the Investor. And that the consent of the Investor shall not be unreasonably withheld based on parties regarding of limitation of the area covering to be used relying on zone management plan.
  - 3.1.6 It shall call management meeting once a year with investor at the end of every financial year to discuss issues regarding business development over the area and any other issue which may be of significance important for business development in BURUNGE WMA and the meeting may be convened any time as agreed by the parties.
  - 3.1.7 It shall ensure provision of anti-poaching patrols in the investment area (concession) in collaboration with the investor and other stakeholders.
  - 3.1.8 It shall provide protection of biodiversity resources in the WMA including but not limited to protection of water courses, liaising with the village council in passing bye-laws for environmental protection of the wma, controlling charcoal burning and cutting down of trees.
- 3.2 The parties shall review the progress made in implementing this contract every five years after the signing the contract, unless both parties agree otherwise.

### 4 Investor hereby agrees:

- 4.1 To provide all the finances necessary for the construction and maintenance of the Lodge and for the success of the business to enable conducting of camping safaris, walking safaris, photographic safaris and game viewing.

- 4.2 To provide all equipment and assets necessary to enable camping safaris, walking safaris, game viewing and photographic safaris takes place.
- 4.3 All immovable fixtures of a permanent nature, whose removal may cause damage to the environment, shall devolve to the AA upon lapse of the agreement whether by expiration of term or by termination whichever is earlier.
- 4.4 To construct and maintain lodge/ tented camps, access roads and all necessary auxiliary building infrastructures.
- 4.5 To respect the cultures, traditions and dignity of local community members.
- 4.6 To absolve the AA from any financial risk or liabilities associated with this Agreement where the Investor is in breach of this agreement.
- 4.7 To market the Wildlife Management Area.
- 4.8 To train and employ local community members in the day-to-day activities of the investment. In particular, the Investor shall employ not less than 60% of his/her staff from local community members.
- 4.9 To plan, implement and develop projects that are for the benefit of the community.
- 4.10 Supply basic social infrastructure and necessities as shall be agreed to by the parties,
- 4.11 To ensure that the investment is subjected to Environmental Audit and that its operations will adhere to the Environmental Management Act, its Regulations, guidelines and procedures.
- 4.12 Not to interfere or tamper with, or apply political, financial or economic mechanism, or in any other manner whatsoever, with a view to influence the administration and day-to-day activities of the AA in favor of the company.
- 4.13 Shall not keep or permit to keep on the land any livestock or domestic pets.
- 4.14 Not to use the land provided for the investment for any purpose save for that which has been approved in terms of this Agreement without prior written consent of the AA.
- 4.15 Not to sublease sublet or transfer in any manner whatsoever, the Agreement, or any part thereof, without the written consent of the AA obtained in a general meeting of the AA duly convened for the purpose of considering the consent.
- 4.16 That all property, movable and immovable, used in the concession area would be the property of the investor and that the investor shall not borrow, rent or

lease any immovable property for the purpose of using such facility without the written consent of the AA.

4.17 To abide by the by- laws passed by the constituent villages of WMA.

## 5 MANAGEMENT OF NATURAL RESOURCES

5.1 The Investor undertakes:-

5.1.1 To take all necessary measures to prevent soil erosion and other damage to the ecosystem within the WMA in accordance with the law.

5.1.2 Not to remove, sell damage or otherwise dispose of any sand, gravel, earth, stone or timber except in accordance with the law.

5.1.3 Not to destroy any trees without the written consent of the AA.

5.1.4 To protect the destruction of environment in whatever way not specifically stated.

5.1.5 To ensure solid and liquid wastes from the camp/lodge are disposed in such a way that do not contaminate the environment.

5.1.6 To use only designated tracks and or roads as agreed by the parties and not at any time to use off road driving.

## 6 ASSIGNMENT

6.1 The Investor hereby undertakes not to sublease, assign or part with possession of the concession or investment facility or part thereof, that has been granted for purpose of investment by the AA under this Agreement without the consent of AA. However, AA shall not unreasonably have withheld the consent of the investor.

## 7 PERFORMANCE BOND

7.1 The Investor shall deposit Performance Bond of USD 10,000 to an account jointly owned by investor and the AA, as security for undertaking the development of the venture. This amount plus the interest accrued thereon shall be liable to forfeiture by the AA where the Investor either absconds or abandons the investment or to enforce a judgement against the Investor if is in default of payment.

7.2 The performance Bond and interest accrued thereon shall otherwise revert back to the investor upon the lapse of the Agreement.

**8 FEES FOR THE RIGHT TO OPERATE AND COMMUNITY DEVELOPMENT CONTRIBUTION**

- 8.1 The Investor shall upon payment of the fees prescribed hereunder have right to operate in the demised premises and specified photographic zone, as indicated in Annexure "A" edged red provided in the Resource General Management Plan (GMP).
- 8.2 The Investor shall pay to the AA fees for the right to operate tourism operations as prescribed in the Wildlife Conservation (Non-Consumptive Utilization) Regulations subject to amendments from time to time; and shall pay an annual concession fee of United States Dollars (USD \$) 14500 with effect from the date of this agreement in consideration of the Investor's exclusive use over the 40.31 acres of land (the demised premises). The said concession fee shall be paid within the 12 month period each year.
- 8.3 The Investor shall pay to the Government all rates, fees and dues as provided for under the Wildlife Conservation Act and its relevant Regulations.
- 8.4 The Investor shall pay to the AA Community Development contribution of minimum of United States Dollars (USD \$) 10,000 as a contribution to the Community Development. The Community Development contribution shall be paid annually and shall be maintained in a separate bank account to be opened by the AA. The AA, the District Advisory Board and the Investor shall collectively determine the nature and timing of social development projects to be funded. The Community Development Contribution will be paid after the first guest arrives to the lodge

**9 Bank account for payment of Concession fee is:**

**JUMUIYA YA HIFADHI WANYAMAPORI BURUNGE  
NMB BABATI BRANCH  
ACCOUNT NO. 4076600004**

**10 INSURANCE**

The investor shall purchase insurance in its own name to cover all liabilities in respect of damage or loss which may be suffered by any persons by reason of or arising directly out of the use of the site and tourist facilities and its ancillary services and to keep the AA indemnified against all such liabilities. The level and type of insurance covers taken out by INVESTOR, together with the identity of the insurers must be communicated to the AA in writing by INVESTOR together with any changes thereof that may be affected from time to time.

## 11 REMEDIES, INTERPRETATION AND APPLICABLE LAW

Any breach of this agreement shall entitle the aggrieved part to seek remedies in accordance with established laws, rules, regulations and principles governing the contract pertaining in the United Republic of Tanzania. Any matter or question arising in relation to the interpretation of the words or any word or phrase appearing herein relating to this Agreement shall be interpreted in accordance with definition provided herein or use thereof in accordance with the relevant applicable laws of the United Republic of Tanzania.

## 12 DISPUTE SETTLEMENT

- 12.1 Should any dispute arise out of or in connection with this Agreement, either party shall be entitled to require by written notice to the other that the dispute be submitted to arbitration in terms of this Clause 12. For the avoidance of any doubt, this Clause 12 shall be capable of general application to each and every dispute that may occur.
- 12.2 Upon receipt of the written notice referred to in clause 12, the parties shall meet and Endeavour in good faith to resolve the dispute amicably and expeditiously.
- 12.3 If the parties are unable to resolve the dispute in question despite compliance with clause 12.2, then the dispute shall be referred to arbitrators preferably 3 arbitrators in accordance with the remaining provisions of this clause 12
- 12.4 Subject to the foregoing provisions of this clause 12, provided that the arbitrator/s shall be, if the question in issue is:
- (a) primarily an accounting matter, the senior partner for the time being of an international accountancy practice resident in Dar es Salaam;
  - (b) Primarily a legal matter, a senior Counsel of the Tanzanian Bar, a retired Judge or Attorney General for that matter.
  - (c) any other matter, a person with the appropriate qualifications and experience agreed upon by the parties in writing or, failing such agreement within 14 days, appointed by the President for the time being of the East African Court of Justice, situated at Arusha, United Republic of Tanzania, who may be requested by either party to make nomination at any time after the expiry of that 14 day period.
- 12.5 The arbitration shall be subject to the laws of the United Republic of Tanzania.
- 12.6 The arbitrators shall be entitled to:
- (a) call for and examine any documents or records which are relevant to the issue in dispute and to take copies or make extracts therefrom and the

- right to have them produced and/or delivered at any reasonable place required by him for the aforesaid purpose;
- (b) Interview and question under oath representatives or witnesses of any of the parties;
  - (c) Make such an award for specific performance, an interdiction or injunction, damages or a penalty or otherwise as he in his discretion may deem fit and appropriate.
- 12.7 The arbitration shall be held as quickly as possible after its is demanded with a view to this being completed within sixty days after arbitrators have been appointed.
- 12.8 Immediately after the arbitrators have been agreed upon or nominated in terms of clause 12.4, either party shall be entitled to call upon the arbitrators to fix a date and place when and where the arbitrations proceedings shall be held. The proceedings shall be held in camera and the parties undertake to maintain the utmost confidentiality with regard thereto.
- 12.9 Any award that may be made by the arbitrators:
- (a) Shall be in writing and include the reasons therefore;
  - (b) Shall be final and binding;
  - (c) Will be carried into effect; and
- 12.10 In the event that this Agreement should terminate, for any reason whatsoever, then the provisions of this clause 12 shall survive such termination.
- 12.11 *(Subject to clause 12.12)* This clause 12 constitutes an irrevocable consent by the parties to any proceedings in terms hereof and no party shall be entitled to withdraw therefrom or to claim in any such proceedings that it is not bound by this clause 12.
- 12.12 This clause 12 shall not preclude either party from obtaining relief by way of motion proceedings on an urgent basis from a court of competent jurisdiction, pending the decision of the arbitrator.

### 13 ACCESS TO RECORDINGS AND REPORTING

- 13.1 The Investor shall maintain and keep records and book of accounts and make these available upon request for inspection by the AA. The Investor shall submit such books and records showing bookings made and guests register to the satisfaction of AA. Non compliance with this requirement shall entitle the AA to revoke this Agreement forthwith.
- 13.2 Throughout the term of this agreement investor shall make available to AA within 30 days of the month following a period of six months a report which shall include information on:-

- (i) The total paying occupancy of the lodge/tented camp during the applicable period and broken down into (a) nights and (b) by bed night type such as adult children local resident overseas resident; and
- (ii) The total quantity of revenue from the Lodge generated by the business for AA broken down by the Bed-Night Fees and the Conservation Fees payable during the applicable period and a reconciliation of this revenue to the occupancy report referred to in the preceding sub-clause.

#### 14 OCCUPATION

- 14.1 Notwithstanding the commencement date, the Investor shall be entitled to take possession of and occupy the Area with effect from the date the Investor starts construction on the site, AA confirms that there will be no physical impediment to the Investor in taking such possession and occupation.
- 14.2 The risk of taking of possession of the Area prior to the fulfillment of the resolute conditions shall be of the Investor and it shall be obliged, in the event any such conditions are not fulfilled, to immediately vacate the Area and restore the Area to AA in no less a condition than it was in prior to possession, subject to vacation notification being served upon the Investor by AA.
- 14.3 Subject to the provisions herein contained, and if actual possession and occupation have not occurred by that time, the Investor shall be deemed to have taken possession and occupation of the Area on the date when the conditions set out in *paragraph 2.0* herein are fulfilled

#### 15 LEASE

- 15.1 Upon the terms and conditions herein set out, AA hereby lets the Area to the Investor, which hereby hires the same.
- 15.2 Neither party shall be entitled to change the use of the Area nor the Investor hereby binds itself to the use of the Area lawfully, to comply with all relevant laws and bye-laws.

## 16 OPERATION AND DURATION

- a) Unless otherwise stated herein, or in any other law in force and to which this Agreement applies, this Agreement shall be deemed to have commenced on the date of signing by the appropriate and relevant persons for and on behalf of both Parties duly Authorized to do so. The Agreement shall be operative for a period of 25 years.
- b) The agreement may as long as the Investor is not in default of this agreement and after performance assessment be renewed subject to the investor giving the AA a one year notice with a remainder six month after the first notice is served before the expiry of the subsisting term.
- c) In case the Investor does not wish to continue to operate the area upon the expiry date of the agreement, the Investor shall not have the authority to transfer the rights granted under this agreement and all immovable assets shall be the property of the AA with immediate effect.

## 17 AMENDMENT

The parties through written communication may by mutual consent amend this Agreement or any part thereof they deem that it is necessary in order to conform to change in legislation, by-laws, regulations and/or policies, or as they deem that such change shall enhance the performance of the Agreement

## 18 TERMINATION OF AGREEMENT

- 18.1 This Agreement shall automatically be terminated in the event where the Director of Wildlife withdraws or cancels the Wildlife User Right granted to the AA;
- 18.2 Either party may terminate this Agreement if the other Party causes a fundamental breach of the Agreement.

Fundamental breaches of the Agreement shall include, but shall not be limited to the following:

- a) the Investor fails to fulfill or comply with any obligation placed upon it by the terms hereof, and fails to remedy such default within a period of 60 days after receipt of written notice from AA calling upon it to do so;
- b) The Investor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

- c) If the Investor delays the completion of the investment within twenty-four months after the signing of this contract;

The AA may terminate the Agreement if the Investor is in gross breach of this agreement.

18.3 If the Agreement is terminated, the Investor shall stop his operation immediately, make the Area safe and secure, and leave the Area as soon as reasonably possible.

18.4 If the Contract is terminated for the AA's convenience or because of a fundamental breach of Agreement by the AA, the Parties shall cause an independent Valuer to issue a certificate for the value of the Investor's costs to the Area which the Investor shall be entitled to be indemnified.

## 19 COMPENSATION

The parties hereby agree that upon expiry of this Agreement and in the absence of any renewal.

19.1 The AA may require the investor to remove any improvement that has been effected by the investor and restore the land to a condition acceptable to the AA within three (3) calendar months. In exercising this option, the AA shall however, give six months (6) notice to the Investor. In the event the Investor fails to remove such improvements, the AA may remove the said improvements with a view to restoring the land and recover the costs incurred in the exercise from the Performance Bond deposit

19.2 That all or any part of the said improvements that the Investor does not demand shall not be removed shall revert to the AA and no compensation shall be due or payable in any way whatsoever to the Investor in respect of the said improvements.

## 20 FORCE MAJEURE

- (a) If by any reason of force majeure, a party is unable to perform in whole or material part its obligations under this Agreement, then such party shall be relieved of those obligations to the extent it is unable so to perform and it is not possible for the Affected Party to be adequately compensated by insurance and such inability to perform shall not make such party liable to the other.

- (b) If any event of force majeure persists for a continuous period of three (3) months or more and such event prevents a party in whole or in material part from performing its obligations under this Agreement then the party unable to perform its obligations ("Affected Party") may, by written notice to the other, suspend all rights and obligations arising from this Agreement, as the case may be, until such force majeure event no longer persists and the Parties are able to resume performance of their respective obligations;
- (c) Provided that if such notice shall be given by the Investor it shall be permitted access to the WMA to take steps to protect its assets during the period of suspension. The Parties shall only resume performance of their obligations by written notice given by the Affected Party.
- (d) In this Agreement 'force majeure' means any of the following which materially affect the Business, the Lodge, the Owner or the ability of the Investor to participate in the construction and management the Lodge: an act of God (including but not limited to an earthquake, flood or volcanic eruption), pandemic disease or other condition which impairs the normal physiological functioning of humans or of other organisms and which are transmissible to humans, war, terrorism, civil commotion, strike, lock-out or other labour dispute, fire, flood, governmental legislation or any governmental act, sanctions, civil war, trade embargo or any economic or other cause beyond the reasonable control of any party, but excluding any of the above events which is caused by any act, omission or default of any party.

## 21 COMMUNITY DEVELOPMENT

The investor shall use its best commercial endeavours but shall not be obliged taking into account the exigencies of running the business in a remote part of the United Republic of Tanzania and without at any time being obliged to take any step that may infringe any applicable laws:

- (i) whenever and wherever practicable and feasible to prioritise the training and employment of people from the amongst the local community and in particular to ensure the engagement of skilled and unskilled labour from the local community;
- (ii) To develop a business procurement structure that targets local suppliers drawn from and operated within the local community.
- (iii) to facilitate and finance the development of a cultural village and to organise and promote visits by the Lodge guests to the village and to permit AA and the members of local community to display cultural wares and crafts if any

## 22 STATUTORY OBLIGATIONS

- i. At the investor's own expense to execute all works and provide and maintain all arrangements upon or in respect of the demised premises in WMA or the use to which the area are being put that are required in order to comply with the requirements of any Statute (already or in the future to be passed) or any government department local authority other public or competent authority or court of competent jurisdiction.
- ii. Not to do in or near the WMA any act or thing by reason of which the AA may under any enactment incur have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses.
- iii. To use the WMA in a lawful and orderly manner and nothing shall be done or omitted or permitted contrary to any law or regulations for the time being in force relating to the use of WMA of a like nature to the WMA and not to do or permit or suffer to be done anything whereby any rules or regulations of the local authority for the time being in force applicable to the area may be contravened and/or its consent to the use and occupation of the area for the purpose aforesaid may be withdrawn and in the event of the AA being made liable for any breach thereon attributable to any act or default of the investor, the investor shall indemnify the AA against all and every fine penalty damage and costs incurred or paid or suffered by the investor in consequence of such breach;
  - a) Without prejudice to the generality of the foregoing to comply in all respects with the provision of any statutes and any other obligations imposed by law or by any bye-laws applicable to the Area or in regard to the business for the time being carried on by the investor from the WMA.
  - b) To use its best endeavors to ensure that it is classified and licensed as an operator of a tented camp and related services.
  - c) To pay all fees and charges levied from time to time by the Division of Wildlife or any other body or authority empowered to collect revenue in connection with the use of the WMA or for visitors or invitees or agents of the AA who visit adjoining areas which are currently controlled by the Wildlife division of Tanzania

## 23 MORTGAGAGE

- 23.1 In the event that the financing structure of the Development requires a mortgage bond to be registered against the Area, AA shall grant consent thereto; Provided that such a mortgage bond shall only be for the purposes of the Development, be limited to the mortgaging of the Investor's interest in the Lease for the remainder of the Lease term and shall have no consequence upon AA's proprietary and reversionary right over the ownership of the lands comprising the Development.

## 24 NOTICE

- 24.1 The parties choose, for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purpose arising from this Agreement at their respective addresses as follows:

(a) to AA  
General Secretary,  
Jumuiya ya Hifadhi Wanyamapori Burunge,  
P O Box 104, Babati,  
Tanzania.

(b) To the Investor,  
The Managing Director,  
Opulent Parks Limited,  
P O Box 78744,  
Dar es Salaam, Tanzania

By email to: alijivraj@aol.com

- 24.2 Either party may change its address to another within Tanzania or the Investor's country of origin on the giving of 14 days written notice to the other party.

- 24.3 Any notice given and any payment made by either party to the other ("the addressee") which:

- (a) is delivered by hand or sent by facsimile transmission during office hours shall be deemed to have been received by the addressee on the day following date of delivery or date of the facsimile transmission;
- (b) is posted by prepaid registered post from an address within Investor's country of origin or Tanzania shall be deemed to have received by the addressee on the 5<sup>th</sup> working day after the day of posting.

- 24.4 Where a party to this agreement applies for consent in writing under any clause of this Agreement, such consent shall be deemed to be given if the application is not responded to within twenty one (21) days of receipt thereof at the party's address specified in clause 19.1 above.

## 25 CONFIDENTIALITY

The AA and the Investor shall, cause their agents, representatives, officers, directors, employees and advisers to, maintain in confidence and not disclose to any third party any confidential information relating to the operation of the AA and the investor or of the business upon which this agreement is being sought (including the content of any report, information on trademarks, trade secrets and patents without the prior written consent of both AA and the investor)

## 26 GENERAL AND CONCLUSION

- 26.1 This Agreement with its annexure constitutes the whole agreement between the parties and no variation or cancellation shall be of any force and effect unless and until it is reduced into writing and signed by the parties hereto or their duly authorized representatives, nor shall any undertaking or representation not contained herein be part of or be deemed to have influenced the entering into this Agreement.
- 26.2 Any condemnation of any breach of any of the provisions hereof or other act of relaxation, indulgence or grace on the part of either party shall not in any way operate as or be deemed to be a waiver by such party of any of its rights under this Agreement or be construed as a novation thereof.
- 26.3 This Agreement shall be construed and implemented in accordance with the laws of the United Republic of Tanzania.
- 26.4 This Agreement shall inure to the benefit of, and be binding upon, the respective successors-in-title, administrators and permitted assigns of the parties hereto.
- 26.5 The parties hereto undertake to do and procure the doing of all such things and to render all such assistance as may be necessary for the purposes of implementing and giving effect to the terms of the Agreement.
- 26.6 Where in terms of any clause of this Agreement the consent of either party is sought or required, that consent shall not be unreasonably withheld or delayed.
- 26.7 The costs of and incidental to the negotiation, preparation, execution and registration of this Agreement and all necessary attendances incidental or pursuant thereto or pursuant thereto shall be borne by the Investor.
- 26.8 Each party to bear their own legal and other costs in the preparation of this Agreement.
- 26.9 Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

IN WITNESS of which the AA and the Investor have duly executed this Agreement on the date appearing below.

SIGNED, SEALED and DELIVERED

With the Common Seal of JUMUIYA YA HIFADHI

WANYAMAPORI YA BURUNGE

By: JUMUIYA YA HIFADHI YA WANYAMAPORI BURUNGE (JUHIBU)

(Name of Authorized Office of the AA) at

MWADA BABATI


SEAL

(Name of place/town)

This 7<sup>th</sup> day of JULY 2022

Name: PATRICIA MOSE (Authorized Officer)

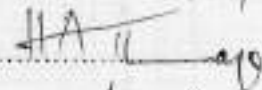
Position in AA: MWENYEKITI WA BODI YA WADAHAMINI - JUHIBU

Signature: 



In the Presence of:

Name: Hussein Ally Tlameo

Signature: 

Position in AA: Ag. Secretary

Date: 07<sup>th</sup> July 2022

SIGNED, SEALED and DELIVERED

With the Common Seal of OPULENT PARKS LTD

OPULENT PARKS LIMITED at

MWADA

SEAL

(Name of place/town)

This 7<sup>th</sup> day of JULY 2022

Name: AMZ JIVRAT (Authorized Officer)

Position in the company: CHAIRMAN

Signature: 

In the Presence of:

Name: KABIM KANJI

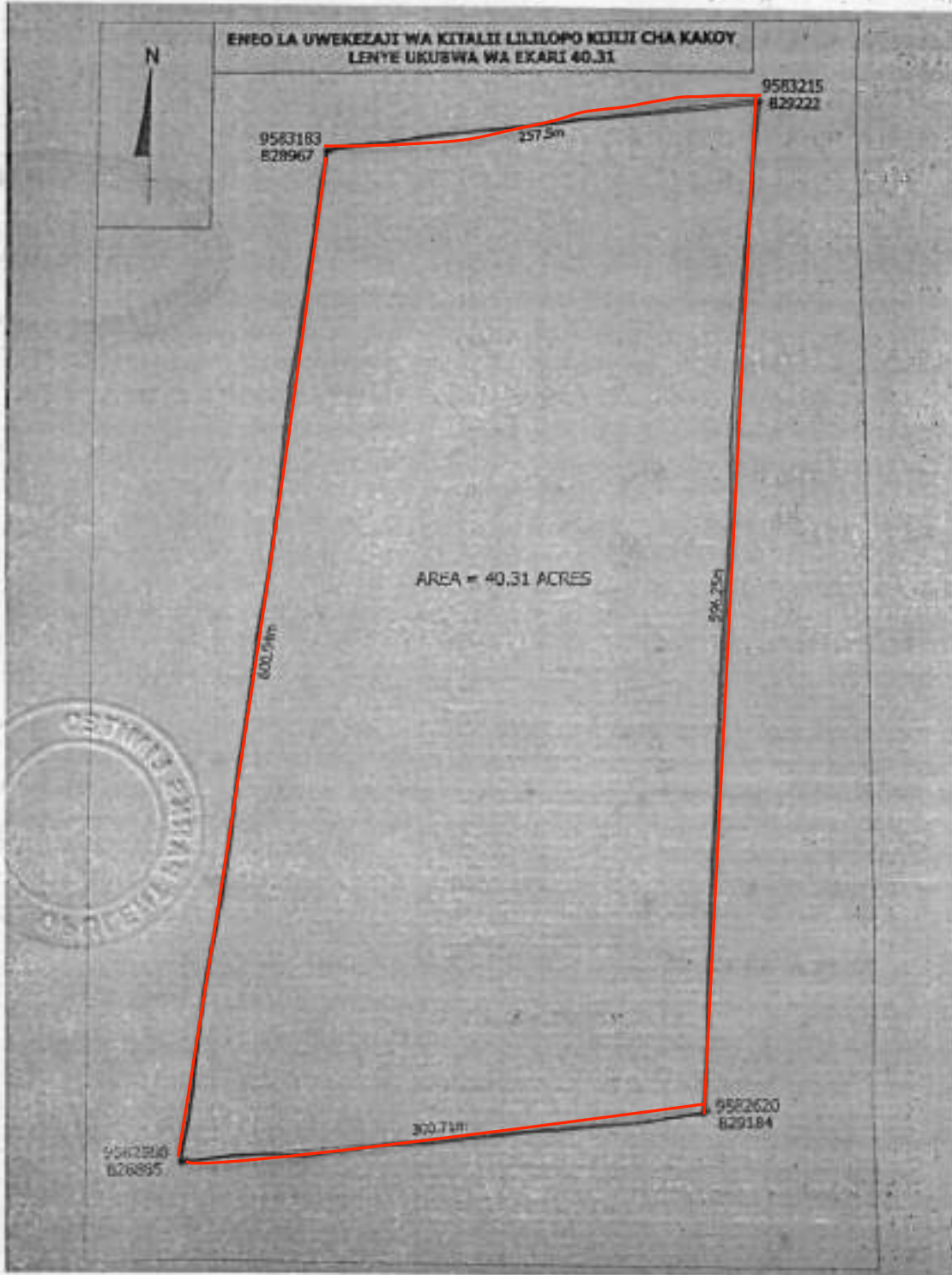
Signature: 

Position in the company: DIRECTOR

Date: 7<sup>th</sup> JULY 2022



Annexure A



*Handwritten signature*

*Handwritten signature*