

**THE LAW OF CONTRACT ACT**  
**CAP 345**  
**LEGAL COMMITMENT AGREEMENT**  
**BETWEEN**  
**ADAM JUDSON CLEMENTS**  
**AND**  
**ADAM CLEMENTS SAFARIS LIMITED**

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**IN RELATION TO THE FUNDING OF HUNTING BLOCK OPERATIONS BY ADAM  
CLEMENTS SAFARIS LIMITED**

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**DRAWN BY:**  
**KASEGENYA CONSULT**  
**PLOT NO.170 BLOCK 24**  
**KALOLENI, KIPANGA STREET**  
**P.O.BOX 11090, ARUSHA.**

## **LEGAL COMMITMENT AGREEMENT TO FUND PROJECT**

This **AGREEMENT** is made this 1<sup>ST</sup> day of NOVEMBER 2018

### **BETWEEN**

**ADAM JUDSON CLEMENTS**, a natural person of sound mind, of United States, Texas, 112 Horseshoe Bend, Boerne, Texas, 78006, (hereinafter called the "Financier" which expression shall, where the context so permits, including her heirs, trustees, assignments, assents and/or successors) of the one part:

### **AND**

**ADAM CLEMENTS SAFARIS LIMITED**, a company duly registered in Tanzania having Postal Office Box Number 20787, Arusha - Tanzania (hereinafter called the "The Company" which expression shall, where the context so permits, including its heirs, trustees, assignments, assents and/or successors) of the other part:

**WHEREAS** the Company is desirous of receiving funding from the Financier.

**WHEREAS** the Financier is desirous and willing to advance funds to the Company for the purposes of the projects outlined in the Business Plan in relation to Hunting Block, attached hereto, forming part of this Agreement.

The Purpose of this Agreement is to set out the understandings of the parties named above ("Parties") with respect to the undertaking by the Company of the Project described below, and with respect to the financing of the Project by the Parties.

## **THIS AGREEMENT WITNESSETH AS FOLLOWS:**

### **Article 1: Financier's Covenants**

- 1.1 The Financier has agreed to advance funding to the Company for the sole purposes of business operations in the Hunting Blocks as contained in the Business Plan.
- 1.2 The Financier has agreed and is committed to meet the costs of carrying out the Projects and any other ancillary costs related to the carrying out of the project.
- 1.3 The Financier agrees to grant the Company under the terms of this Agreement an amount of up to United States Dollars Five Million (USD 5,000,000.00).
- 1.4 The Financier and the Company agree that the advance of the funds to the Company shall be made by the Financier in piecemeal fashion and shall be remitted only to the Company's bank account(s).
  
- 1.5 The Financier shall advance an amount of up to United States Dollars Five Million (USD 5,000,000.00). for a period of Fifteen (15) years from the date of signing this agreement.
  
- 1.6 The Financier and the Company agree that the advance of funds shall be converted to equity and shall be considered as paid-up shares.

### **Article 2: The Company's Covenants:**

- 2.1 The Company agrees to utilize all funds received from the Financier for the sole purpose of hunting block operations as detailed in the Business Plan attached hereto.
  
- 2.2 The Company agrees that the Funds received from the Financier shall be converted into equity and shall issue share certificates to the Financier.

## **MISCELLANEOUS PROVISIONS**

Except in the case of express waiver, the fact that one Party does not exercise all or any part of its rights, which are conferred upon it by this Agreement, shall not constitute in any event the waiver, or abandonment of the rights not exercised.

All matters arising from or in connection to this Sale Agreement shall be governed and construed in accordance with the **laws of the United Republic of Tanzania**.

This Agreement shall be in the English Language and in three (3) originals each being authentic.

**IN WITNESS HEREOF**, the Parties hereto have executed this Agreement on the date and year first herein above written in the following manner: -

**SIGNED and DELIVERED** by the said  
**ADAM JUDSON CLEMENTS** who is  
known to me personally  
1ST day of NOVEMBER 2018

  
.....  
**THE FINANCIER**

**BEFORE ME:-**

**NAME: JOHN BEATUS KASEGENYA**  
**ADDRESS: P.O. BOX 11090, ARUSHA.**

**SIGNATURE** .....

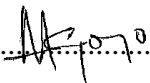
**DESIGNATION** ADVOCATE/ COMMISSIONER FOR OATHS



**SEALED** with a **COMMON SEAL** of the said  
**ADAM CLEMENTS SAFARIS LIMITED**  
and **DELIVERED** in our presence this  
1ST day of NOVEMBER 2018

**THE COMPANY**

Name MUHINA MOHAMED SHOMARI

Signature.....

Qualification: DIRECTOR

Name ADAM JUDSON CLEMENTS

Signature.....

Qualification: DIRECTOR