

AGREEMENT FOR SALE OF PROPERTY

BETWEEN

THE TIDES BEACH RESORT LIMITED

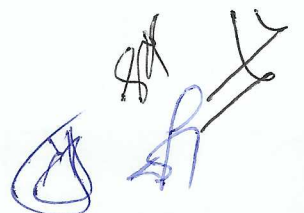
AND

BASECAMP DAR ES SALAAM PROPERTIES LIMITED

**FOR LAND AND PROPERTY DESCRIBED UNDER CERTIFICATE OF
TITLE NO. 39914, PLOT 4 AMANI GOMVU DAR ES SALAAM CITY**

DRAWN BY:

THE TIDES BEACH RESORT LTD



AGREEMENT

THIS AGREEMENT FOR SALE OF PROPERTY is made this 7th day of May 2022 (the “**Agreement**”)

Between

THE TIDES BEACH RESORT LIMITED, a limited liability company established and registered under the laws of the United Republic of Tanzania, with incorporation number 89365, of P.O Box 17101 Dar es Salaam (hereinafter referred to as the “**Vendor**”, which expression shall, where the context admits, include its assignees, agents, legal representatives, and successors in title), on the one hand,

AND

BASECAMP DAR ES SALAAM PROPERTIES LIMITED, a limited liability company established and registered under the laws of the United Republic of Tanzania, with incorporation number 155881097, of P.O. Box 79395, Dar es Salaam, Tanzania, (hereinafter referred to as the “**Purchaser**” which expression shall, where the context admits, include its assignees, agents, legal representatives, and successors in title) on the other hand.

RECITALS

WHEREAS, the Vendor is the registered owner of the right of occupancy, and all improvements and fixtures from time to time, on the property located at Plot 4 Amani Gomvu, Dar es Salaam City, Tanzania, Certificate of Title No. 39914, (“**the Property**”);

WHEREAS, the Vendor is desirous of disposing of the Property measuring 4.095 Hectares to the Purchaser.

WHEREAS, the Purchaser is able and desirous of purchasing the Property from the Vendor;

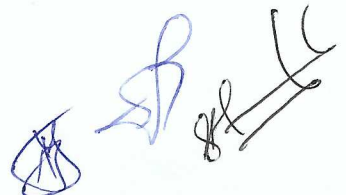
NOW, THEREFORE, the Vendor and the Purchaser, (each a “**Party**” and collectively, the “**Parties**”) in consideration of the mutual promises contained in this Agreement, and intending to be legally bound, agree as follows:

PART 1: INTRODUCTION

1. DEFINITIONS

Whenever used in this Agreement, unless the context shall otherwise require, terms defined herein shall have the meanings assigned to them. As used in the Agreement, the following terms have the meanings specified below:

- a. **“Bank Guarantee”** means the Bank Guarantee issued by the Escrow Agent to the Mortgagee to secure payment of USD 800,000 (United States Dollars Eight Hundred Thousand only) payable to the Mortgagee.
- b. **“Buyer/ Purchaser”** means Basecamp Dar es Salaam Properties Ltd.
- c. **“Commission Fees”** refers to monies payable by the Purchaser to the Real Estate Agent.
- d. **“Completion Date”** means the date when the Derivative Title for the Property shall be registered in the names of the Purchaser.
- e. **“Due Diligence Period”** means a total period of 30 business days from the date of execution of the Side Letter for the Lock Out Agreement.
- f. **“Encumbrances”** means the charge registered by Habib African Bank Tanzania Ltd to secure borrowing by the Vendor, and any other mortgages, claims, charges, liabilities, liens, covenants or conditions to which the Property may be subject.
- g. **“Escrow Account”** means the Escrow Account opened for purposes of this transaction and maintained in a Tier 1 Bank in Tanzania.
- h. **“Escrow Agent”** means the Tier 1 Bank appointed by the Parties to manage the Escrow Account and to hold the Derivative Title until all conditions in the Escrow Agreement are fulfilled and payment is made to the Mortgagee.
- i. **“Force Majeure”** force majeure events shall be limited to war in the United Republic of Tanzania, civil unrest in the United Republic of Tanzania and Floods, affecting the Property.
- j. **“Mortgagee”** means Habib African Bank Tanzania Ltd.
- k. **“Property”** means land measuring approximately 4.095 Hectares located at Plot 4 Amani Gomvu, Dar es Salaam City, Tanzania, Certificate of Title No. 39914.
- l. **“Purchase Price”** means the net sum of USD \$800,000 (United States Dollars Eight Hundred Thousand only) being the agreed consideration for purchase of the Property.
- m. **“Seller/ Vendor”** means The Tides Beach Resort Ltd.
- n. **“Side Letter for the Lock Out Agreement”** means the Side Letter executed in respect of the Lock Out Agreement between the Parties.



o. "Terms" means payment terms as agreed between the parties as follows:

Description of Payment Event	Date	Amount
The Purchaser shall deposit the Purchase Price in the Escrow Account.	Date not later than 14 business days upon signing of the Sale Agreement.	USD 800,000 (United States Dollars Eight Hundred Thousand only).
The Escrow Agent shall issue a Bank Guarantee in favour of the Mortgagee, for the full Purchase Price.	Date not later than 7 business days upon deposit of the purchase price by the Purchaser	Bank Guarantee for payment of USD 800,000 (United States Dollars Eight Hundred Thousand only).
Upon registration of the Derivative Title in the name of the Purchaser, the Escrow Agent shall release Purchase Price to Mortgagee and cancel the Bank Guarantee issued.	Next business day upon registration of the Derivative Title in the name of the Purchaser.	USD 800,000 (United States Dollars Eight Hundred Thousand only).

PART 2: TERMS AND CONDITIONS OF SALE

2. CONSIDERATION AND FUNDS FLOW

The Vendor herein agrees to sale the Property to the Purchaser at an agreed net Purchase Price of USD 800,000 (United States Dollars Eight Hundred Thousand only) payable on the terms indicated below:

- a. The Parties shall appoint an Escrow Agent, who shall manage the Escrow Account where the full Purchase Price shall be deposited by the Purchaser, on or before the date indicated in clause 1(o) above.
- b. Upon receipt of the full Purchase Price in the Escrow Account, the Escrow Agent shall issue an irrevocable Bank Guarantee to the Mortgagee, to secure payment of the full Purchase Price. Such Bank Guarantee shall be issued not later than the date indicated in clause 1(o) above.
- c. Upon receipt of the Bank Guarantee, the Mortgagee shall release the Certificate of Title and discharge the mortgage registered. The Certificate of Title shall be released to the Escrow Agent who shall in turn release the same to the Purchaser's attorneys to facilitate surrender of the Certificate of Title and issuance of a Derivative Title by the Tanzania Investment Centre.
- d. Upon registration of the Derivative Title in the name of the Purchaser and receipt of the said Derivative Title by the Escrow Agent, the Purchaser shall instruct the Escrow Agent to release the Purchase Price without any deduction

or charge, to the order of the Mortgagee. The Purchaser's instructions shall be made and effected not later than the next working day after receipt of the Derivative Title.

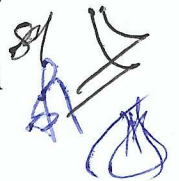
- e. This Agreement shall only take effect upon execution of the Escrow Agreement by the Parties and the Escrow Agent and the Vendor receiving proof acceptable solely to the Vendor, that the Escrow Account has been funded with sufficient funds.

3. PAYMENT OF TAXES AND OTHER COSTS

- a. The Purchaser shall be responsible for the payment of all relevant taxes and charges including: Stamp Duty, registration fees and agency fees with respect to the transfer of the Property.
- b. The Vendor shall be responsible for the payment of any Capital Gains Tax levied by the Tanzania Revenue Authority.
- c. The Purchaser shall be responsible for the payment of all the statutory costs associated with the surrender of the Certificate of Title and obtaining a Derivative Title from the Tanzania Investment Centre.
- d. The Parties herein agree that shall bear their respective legal costs associated with the sale and transfer of the Property.


4. VACANT POSSESSION

- a. Subject to clause 2 above, the Parties herein agree that the Vendor shall hand over the Property to the Purchaser immediately after release of funds to the Mortgagee.
- b. ~~The Vendor hereby agrees to hand-over the property to the purchaser upon mortgagee receipt of the bank guarantee.~~



5. REPRESENTATIONS, WARRANTIES & COVENANTS

- a. **Consideration.** The Purchaser shall ensure that the Purchase Price is paid in accordance with the terms described in clause 2 of this Agreement. The Purchase Price shall be paid in cleared funds, without any deductions or charges.
- b. **Organization.** The Parties are corporations, duly organized, validly existing and in good standing under the laws of the United Republic of Tanzania and have full corporate power and authority to conduct business.
- c. **Corporate Authority.** The Parties have full power and authority to execute, deliver and perform this Agreement which has been duly authorized and

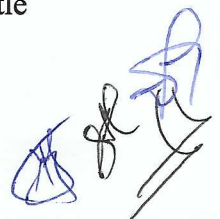


approved by all necessary and proper corporate action and this Agreement is valid and legally binding on the Parties and is enforceable in accordance with its terms.

- d. **Misrepresentation.** No representation, warranty, undertaking or agreement of the Parties made under this Agreement and no statement, certificate, list or other document furnished or to be furnished by the Parties pursuant to this Agreement or in connection with the transactions contemplated hereunder contains or will contain any untrue statement of a material fact, or omit to state a material fact necessary to complete this Agreement.
- e. **Encumbrances.** The Vendor hereby expressly warrants that the Property is free from encumbrances, save for the mortgage registered in favour of Habib African Bank Tanzania Ltd. Should any third parties claim interest in the Property, such interests shall be solely settled by the Vendor.
- f. **Risk.** All risk in relation to the Property shall remain with the Vendor and shall only pass to the Purchaser upon the delivery of vacant possession to the Purchaser.
- g. **As is Condition.** The Parties understand that the Property is sold in an “as is condition.” Subject to any other agreements that may be executed by the Parties and upon receipt of vacant possession, the Purchaser confirms that he shall have no right of recourse against the Vendor.

6. CONDITIONS PRECEDENT

- a. **Due Diligence.** Subject to the Side Letter for the Lock Out Agreement, the Parties agree that the Purchaser shall undertake all relevant inquiries during the Due Diligence Period.
- b. **Bank Guarantee.** Subject to clause 2 above, the Purchaser shall procure the issuance of an irrevocable Bank Guarantee by the Escrow Agent, to secure payment of the sum of USD 800,000 (United States Dollars Eight Hundred Thousand only) to the Mortgagee.
- c. **Release of Security and Certificate of Title.** Subject to Clause 2 above, the Vendor shall procure unconditional confirmation by the Mortgagee, that it will discharge the mortgage registered in respect of the Property and deliver an unencumbered Certificate of Title to the Escrow Agent.
- d. **Surrender of the Certificate of Title.** Subject to Clause 2 above, the Vendor shall unconditionally confirm that it will not object to the surrender of the Certificate of Title to the Ministry of Lands, Housing and Human Development for purposes of facilitating the registration of a Derivative Title by the Tanzania Investment Centre.



- e. **Issuance of a Derivative Title.** Subject to Clause 2 above, the Vendor shall unconditionally confirm that it will not object to the issuance of a Derivative Title by the Tanzania Investment Centre.

7. CONDITIONS SUBSEQUENT

- a. Vendor shall at all time whenever necessary be available to facilitate and assist the purchaser during transfer process of the said title deed to the finality.
- b. That upon execution of this Agreement, the vendor shall provide the following documents and/or information to the Purchaser;
- i. Certified copy of the Memorandum and Articles of Association
 - ii. Certified Copy of the Certificate of Incorporation
 - iii. Company Board Resolution to sale the Property and
 - iv. Any other relevant documents with regards the property
- c. **Company Bank Account for the transaction**
To be provided upon execution of this Agreement.

8. LIABILITY

- a. **Property-Related.** The Vendor (i) shall be responsible for all debts and liabilities in respect of the Property until such date that possession shall pass to the Purchaser and (ii) covenants to indemnify the Purchaser from and against all costs, actions, claims, proceedings and demands in respect thereof arising before the date of passing of possession to the Purchaser.
- b. **Completion Obligations.** The Purchaser shall be responsible for all processes required to register the Property in its name. The Vendor shall cooperate with the Purchaser to facilitate the process of obtaining a Derivative Title from the Tanzania Investment Centre.

9. APPLICABLE LAW, JURISDICTION AND ENFORCEABILITY

- a. **Jurisdiction.** This Agreement shall be construed and governed in all respects by the laws of the United Republic of Tanzania.
- b. **Enforceability.** This Agreement shall be enforceable notwithstanding the existence of any claim or cause of action one Party may have against the other Party.
- c. **Severability.** Should any term or provision of this Agreement be held to any extent unenforceable, invalid, or prohibited under law, then such provision shall be deemed restated to reflect the original intention of the Parties as

nearly as possible in accordance with applicable law and the remainder of this Agreement.

- d. **Entire Agreement.** This Agreement and any other additional agreements or variations executed by the Parties to facilitate this transaction, constitute the complete and exclusive statement of the agreement between the Parties with respect to the subject matter of this Agreement. The Agreement may be amended only by mutual agreement expressed in writing and signed by both Parties.

10. TERMINATION AND DISPUTE RESOLUTION

- a. **Termination.** The Parties herein agree that this Agreement shall not be terminated by either Party unless there is a fundamental breach of any term of the Agreement and such breach is not remedied within a period of 30 days from the date of its occurrence.
- b. **Force Majeure.** A Party shall notify the force majeure event within 48 hours of such event occurring, and make all reasonable attempts to complete the transaction. The Parties shall also take reasonable steps to mitigate the damage caused by the force majeure event. In the event that the Parties are unable to complete the transaction, the transaction will stand terminated.
- c. **Dispute Resolution.** Disputes arising from this Agreement shall be resolved through mediation. Such mediation shall be concluded within 30 days from the date of the notification of the dispute. In the event that the Parties fail to resolve any disputes through mediation, such dispute shall be referred to a Court with the competent jurisdiction in the United Republic of Tanzania.

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Handwritten signature and a circular stamp in blue ink, located in the bottom right corner of the page.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR SIGNATURES/SEALS ON THE DATES INDICATED BELOW:

SEALED with the common seal of the said)

THE TIDES BEACH RESORT LTD.

DELIVERED at Dar es Salaam in our presence)

SEAL

this 7th day of May 2022)

Name: Shaheen Hassanali Signature: [Signature]

Address: P.O. Box 17701 Qualification: Director
6101 DSM

Name: YASIRAZI G. BOPTANI Signature: [Signature]

Address: P.O. Box 6101, DSM Qualification: Director

SEALED with the common seal of the said)

BASECAMP DAR ES SALAAM PROPRTIE LIMITED)

SEAL

DELIVERED at Dar es Salaam in our presence)

this _____ day of _____, 2022)

Name: Leonen J. Metselaar Signature: [Signature]

Address: P.O. Box 79395 DSM Qualification: Director

Name: LAWRENCE K. MASHA Signature: [Signature]

Address: Box 79395 DSM Qualification: Director

[Handwritten signatures]