

2003/28

LEASE AGREEMENT

An Agreement made this 10th day of September 2018 to confer rights and impose duties to the parties thereto, in relation to matters of construction, and Operation of **25 rooms (50 beds)**situated in Ngorongoro Conservation Area, Tanzania.

BETWEEN

NGORONGORO CONSERVATION AREA AUTHORITY, a body corporate established by the Ngorongoro Conservation Area Act Cap 284 of the Laws of Tanzania, of Post Office Box Number 1, **NGORONGORO CRATER**, Arusha Region, Tanzania (hereinafter called "LESSOR" of the one part).

AND

The Wilderness Collection Ltd. a private limited company registered and established under companies Act Cap 212 of the laws of Tanzania, of Post Office Box 2763, Dar es salaam, Tanzania together with its successor and assigns (hereinafter called the "LESSEE" of the other part).

1. **WHEREAS: -**

- A. The LESSOR is empowered in terms of section 22 of the Ngorongoro Conservation Area Act, to prohibit, restrict or control the construction or extension of buildings or works or restrict or control their sittings.
- B. The LESSOR is legally empowered to regulate the use of any piece of land in the Ngorongoro Conservation Area.
- C. The LESSEE has represented to the LESSOR his willingness and ability to establish, construct and operate **50 beds TENTED CAMP** (25 rooms) within the Ngorongoro Conservation Area.
- D. The LESSOR has approved the establishment **PERMANENT TENTED CAMP** at **PONGO -LEMALA**

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NOW THEREFORE:

It is hereby agreed by and between the parties hereto as follows:

- 1.1 The LESSOR will grant the LESSEE a lease of a portion of land of 5 acres in size to be utilized for the construction of the tented camp.
 - 1.1.1 there shall be a separate land for staff that shall be allocated.
 - 1.2 The Lease shall be for a term of 33 (thirty three) years commencing from the 10th day of the month of September the year 2018 and time taken for the construction of the Tented Camp before its operation as agreed herein shall be excluded from computation of the lease period.
 - 1.3 The lease may be renewed for another term of 33 (thirty-three years) at the option of the LESSOR, subject to conditions to be agreed by both parties hereto and subject to the LESSEES giving the LESSOR six months notice of its intention to renew the lease before the expiry of the subsisting term. The LESSOR shall not unreasonably withhold its consent for the renewal of the lease.
2. The LESSEE shall construct the tented camp in the form delineated on the approved and executed Architectural drawings submitted by the LESSEE and approved by the LESSOR annexed hereto (Appendix 1) and under other specific terms and conditions contained in the mutually approved and executed proposal submitted by the LESSEE to the LESSOR.
- 2.1 The LESSEE shall endeavor to ensure the design appearing on the architectural drawings is completed within one year from the date of obtaining the EIA Certificate as required by law.
 - 2.2 The LESSEE undertakes to secure all the required funds and resources to ensure that the Luxury Tented Camp is constructed and profitably operated on agreed standards and plans. In any case the LESSEE shall ensure that the Camp construction cost shall not be below ...\$...2. m..... the Camp Investment cost provided by the LESSEE to the LESSOR.

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- 2.3 The LESSEE shall ensure that the design and layouts of the Tented Camp are as submitted in writing by the LESSEE to the LESSOR for scrutiny and subsequent approval before commencement of the rehabilitation and construction work.
- 2.4 The LESSEE shall ensure that the Tented Camp is constructed such as to be aesthetically appropriate and, as much as possible, blends with the surroundings.
- 2.5 In the cause of construction of the building and/or structures, the LESSEE shall observe the following further condition:
- 2.5.1 Construction work shall be carried out only between 8.00 to 6.00pm.
- 2.5.2 The ferrying of building materials from one place to another in the Conservation Area shall be done only during day time.
- 2.5.3 The LESSEE or its agent shall be directed by the LESSOR to the sites from which to collect building materials such as stones, gravel etc. And may put conditions on how to collect the same unless authorized by the LESSOR, the LESSEE shall not have the right to collect any building materials at any place within Ngorongoro Conservation Area.
- 2.6 The LESSEE shall exercise a high degree of conscientious and imaginative care in the construction including the use of suitable blending construction material.
- 2.7 The LESSEE shall liaise with the LESSOR to select a site for erecting temporary bachelor quarters only for the Contractor's personnel and for the landing of building materials during progress of the Construction work.
3. Upon completion of construction of the Tented Camp and operation of it the LESSEE shall pay to the LESSOR a fixed rate concession fee of United State Dollars Fifty (USD. 50.00) per person per night. for the new facilities there shall be a three (3) months' grace period from the date of commencement of operations.

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3. The LESSEE shall employ high quality Management personnel and ensure the provision of a commensurate high quality service in the **Tented Camp**.
- 4.1 The LESSOR shall be consulted on the best methods to employ in providing social services and other requirements to the employee of the LESSEE, including their Security, requirements or security shall be the responsibility of the LESSEE.
4. The LESSEE shall ascertain the availability of adequate and suitable drinking water before construction work begins in order to ensure that the Tented Camp is constantly supplied with water upon completion. PROVIDED that water for the Tented camp shall not be drawn from natural springs unless the LESSEE after consultation with the LESSOR is satisfied that human residents, livestock and wildlife are left with constant supply of drinking water.
5. In order to avoid defacing of the surroundings and minimize accidents to wildlife and livestock, no overhead electric cable or fences will be permitted. All sewage systems will be laid underground and no allowance for leakage will be expected. Environmentally appropriate waste disposal and treatment facilities and incinerators shall be installed by the LESSEE.
6. The LESSOR shall demarcate boundaries of the area of the Luxury Tented Camp to the satisfaction of the LESSOR by using pins.
7. The LESSEE shall lay water pipes and renew and maintain pipes and ensure supplies of water drainage, sewerage and such other facilities in the Tented Camp Area.
8. After completion of the building(s) and structures aforementioned, the parties hereto agree to be bound by the following terms:-
 - 9.1 The LESSEE shall have the right to carry on or procure to be carried on in the Area tented camp Area the business of Hoteliers, Camping, photography, creating a creating a cultural centre, cultural education, information on culture and traditions, deal with curios, artifacts, memorabilia and all other related activities that are permitted in the Ngorongoro Conservation Area.

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- 9.2 The LESSEE, its employees, servants, agents and licensees shall have the right of way over and along all roads within the Conservation Area subject to compliance with the provisions of the Ngorongoro Conservation Area Act and Rules and Orders made thereunder.
- 9.3 Through LESSOR'S authorization, the LESSEE shall have the right to maintain a specific number of vehicles in the luxury tented camp Area necessary for the LESSEE'S performance of his day to day administrative functions.
- 9.4 The LESSEE shall not operate within the Conservation Area vehicles whose weight and/or capacity is in excess of that approved by the LESSOR.
- 9.5 It is further agreed that the LESSEE shall:-
- 9.5.1 Not carry on the said Area, any business other than those specified in Clause (9.1) of this agreement without written permission from the LESSOR.
- 9.5.2 Keep the Camp area, all buildings and structures thereon in good state of repair and restore any damage thereto.
- 9.5.3 Keep and pay the Luxury tented camp electricity bills, sanitary and conservancy charges in connection with the demised area if the such utilities are supplied by the LESSOR.
- 9.5.4 Issue passes to all its employees in such form as may be approved by the LESSOR and to instruct its employees to carry such passes at all times.
- 9.5.5 Use its best endeavors to ensure that visitors and employees do not leave the Area otherwise than in motor vehicles except as it may be necessary to LESSEE'S employees, servants and others in the performance of their normal duties.

- 9.5.6 Provide accommodation to visitors to the Conservation Area in the order in which bona fide bookings are received by the LESSEE.
- 9.5.7 Make available for inspection to the LESSOR or persons authorized by him, at all reasonable times all registers of booking and books of accounts.
- 9.5.8 Not to carry in the Area any business involving by-products of flora and/or fauna.
- 9.5.9 Not permit camping activities within the Ngorongoro Conservation Area without prior approval of the LESSOR.
- 9.5.10 Not transfer or assign the Lease created by this Agreement to any other investor without prior consent from the LESSOR and any transfer made before obtaining such consent shall be null and void.
- 9.5.11 Charge special but fair rates for the accommodation of LESSOR's Board Members, Senior Officers and Conservation Area Officials whenever they are at the tented camp on official duties.
- 9.5.12 Immediately deposit with the Ngorongoro Police Station for safe custody any firearm or weapon declared at the LESSEE's reception by a transient visitor until such time as the visitor departs from the Conservation Area.
- 9.5.13 Inform the LESSEE's employees that they are not required to pay entrance fees whether or not they are living in the tented camp area, however, any servants accompanying visitors shall be liable to pay entrance fees. Relatives of staff living in the Tented Camp area will be required to acquire free entry permits within 48 hours of the entry into the Conservation Area, failure or which they will be liable for payment of the normal entry fee.

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- 9.5.14 Take such insurance policies as are necessary against claims under public liability, employees liability and other hazards as is customary among operators of similar businesses under comparable circumstance.
 - 9.5.15 Ensure the provision of social facilities for employees of the tented camp.
 - 9.5.16 Not to use fuel wood for purpose of cooking and heating in the tented camp, except for campfires on written approval by the LESSOR.
 - 9.5.17 Maintain firebreaks around the tented camp as may be approved by the LESSOR and ensure proper installation and maintenance of fire extinguishers and other fire fighting equipment.
 - 9.5.18 Permit the LESSOR or his dully authorized agents at all reasonable times and after notice in that respect to enter upon the tented camp area for the purpose of ensuring compliance with Rules and Orders made from time to time under the Ngorongoro Conservation Area Act as well as the conditions of this Agreement.
 - 9.5.19 Do all it can within its power through its employees and by provision of the necessary material resources both independently and at the request of the LESSOR to prevent or suppress fire within the Conservation Area and to assist and use its best endeavors in rescue operations and such emergencies as may arise at any place within the Conservation Area.
- 9.6 To maintain all established feeder roads to the luxury tented camp and improve such roads as far as possible to such standards as shall appear reasonable with regards to the promotion of the Tourist Industry and as far as financial resources of the LESSOR permit. Provided that should the LESEE rehabilitate any existing road at such costs before prior approval by the LESSOR to do so, the LESSOR shall not be liable to pay for the costs.

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9. **PROVIDED always and it is hereby agreed:**

- 10.1 That the building and structures to be erected by the LESSEES shall remain the property of the 'LESSEES' during the term of sub-lease, hereby created and for such period of renewal as may be extended and after expiry of the contract period and of extension thereto, the buildings and structures shall revert to the LESSOR.
- 10.2 That upon termination of this Agreement by the Lessor for reasons other than those referred to in the next Cause, the LESSEE shall be entitled to full and fair compensation for all unexhausted improvements on the Tented Camp areas.
- 10.3 That the LESSOR may, subject to clause number 10.4 below, terminate this Agreement and the LESSEE shall not be entitled to compensation in the event of breach of any condition relating to the period of construction and/or design and layout of the Tented Camp.
- 10.4 The LESSOR shall not terminate this Agreement under Clause 10.3 above.
- 10.4.1 If the LESSOR is the cause or one of the causes for the breach relating to the period of construction aforesaid or.
- 10.4.2 If cause or one of the causes of the breach is beyond the reasonable control of the LESEE and this has been notified in writing by the LESEE to the LESSOR.
- 10.4.3 That the LESSEE shall employ reasonable diligence to ensure his own compliance as well as the compliance by its agents, employees and other persons who may lawfully come under his control with the provisions of the Ngorongoro Conservation Area Act and Rules and Orders made thereunder as amended from time to time.
- 10.4.4 Any amendments to this agreement shall be in writing and executed in the same manner as provided for in this Agreement.

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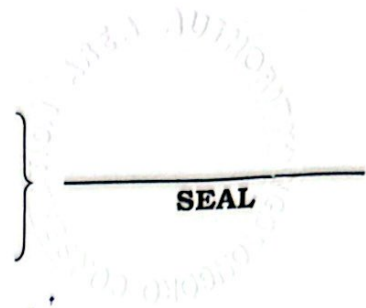
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10.4.5 In the event of any dispute arising out of or in connection with this Agreement, the Parties shall endeavor to settle such dispute or difference amicably, failing which, such dispute shall be settled by arbitration in accordance with the Law of Tanzania.

IN WITNESS, whereof, the parties hereto have executed these presents in the manner hereinafter appearing: -

SEALED with the COMMON SEAL of Ngorongoro Conservation Area Authority and delivered in our presence this10th..... day of September 2018.....



1. Name: Freddy Manongi
Signature: [Signature]
Address: Box 1 Ngorongoro
Qualification: **CONSERVATOR**

2. Name: Egidius M. Mweyunga
Signature: [Signature]
Address: Box 1 Ngorongoro
Qualification: **MANAGER LEGAL SERVICE**

SIGNED with the Common Seal of the and delivered in our presence this10th..... day of September 2018.....

1. Name: SHAFFIN JAMAL
Signature: [Signature]
Address: P.O. BOX 2763, DSM
Qualification: DIRECTOR

2. Name: THIRU MALAI PRABHU
Signature: [Signature]
Address: P.O. BOX : 2763, DSM
Qualification: COMPANY SECRETARY



Lessor Initials [Signature]

Lessee Initials [Signature]

DRAWN BY:

EgidiusM.Mweyunge

(Advocate)

Ag. Manager Legal Services – NCAA

P.O. Box 1, Ngorongoro,
ARUSHA.

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TANGANYIKA
REGISTRY OF DOCUMENTS
ARUSHA
Presented 07. 12. 2023 at 9:00AM
Registered on Folio n^o V.27333.
Serial No. S.1032. of the Optional
Register Fee Shs. 10,000/= Paid
923340218964827.
of 07. 12. 2023.
Stamp Duty Officer V

TANGANYIKA STAMP DUTY ACT
Stamp Duty Shs. 500/= Paid
923340218964827.
On Original Receipt of
of 07. 12. 2023.
Stamp Duty Officer V