



TANZANIA NATIONAL PARKS

OFFICE OF THE DIRECTOR GENERAL

P.O.BOX 3134, ARUSHA - TANZANIA

TNP/HQ/L.10/24
TNP/HQ/L.10/24

Ref. No: _____

13/07/2018
27/07/2018

Date: _____


The Managing Director
M/S Orion Hotels (T) Ltd
P.O.Box 14708
ARUSHA

RE: AN ADDENDUM TO THE SIGNED LICENSE AGREEMENT BETWEEN THE TRUSTEES OF THE TANZANIA NATIONAL PARKS AND M/S TIN TIN ADVENTURE TOURS AND SAFARIS AND SUBSEQUENTLY ASSIGNED TO ORION HOTELS (T) LTD

Reference is made to the above captioned subject and to the Addendum to the signed License Agreement as referred above in respect of your facility situated in Serengeti National Park (at Wogakurya).

Attached herewith please receive three copies of the Addendum to the License Agreement for your signatures and Sealing. Having duly signed and sealed the said copies, return the same to us immediately for our signatures and sealing. The Addendum having been signed on our side, we will return one original copy to you, for your records and implementation of the agreement.

Yours Sincerely
TANZANIA NATIONAL PARKS


Theophilo Alexander
For **DIRECTOR GENERAL**



AN ADDENDUM TO THE LICENSE AGREEMENT

This ADDENDUM is made thisday of2018

BETWEEN

THE TRUSTEES OF THE TANZANIA NATIONAL PARKS, a statutory body corporate established under Section 8 of the National Parks Act, Chapter 282 of the 2002 Revised Edition of the Laws of the United Republic of Tanzania (hereinafter referred to as "**the LICENSOR**") of Postal Office Box Number 3134, Arusha on the one part;

AND

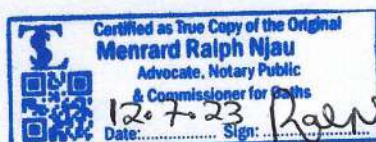
M/S ORION HOTELS (T) LTD, which is a Limited Liability Company, established under the Companies Act, Chapter. 212 of the 2002 Revised Edition of the Laws of the United Republic of Tanzania (hereinafter called "**the LICENSEE**") of Postal Office Box Number 14708, Arusha of the other part.

TO

The Agreement made on 5th day of August 2013 between the parties hereto, which confers rights and imposes duties to the parties hereto, in relation to construction and management of a Permanent tented Camp at **WOGAKURYA-** Serengeti National Park, and an assignment of the said License Agreement to Orion Hotels (T) Ltd by TIN TIN Adventure Tours and Safaris approved by the Trustees of the Tanzania National Parks in its 187th Ordinary Meeting held on 9th February 2018 thereby communicated vides a letter with reference number TNP/HQ/L.10/24 dated 20th February 2018 (hereinafter to be referred as "**the Agreement**").

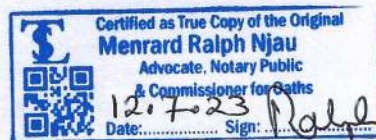
1. Clauses 5.1, 5.2 and 5.5 are deleted and replaced with the following;

- (i) The LICENSEE shall pay to the LICENSOR a fixed rate Concession fee of **United States Dollars Fifty (USD.50.00)** per person per night.
 - (a) Children between the age of 10 and 16 years will pay fixed concession fee of **United States Dollars ten (USD. 10.00)** per person per night.
 - (b) The approved fixed rates for concession fees will be displayed at the entry gates.



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- (ii) Payment of fixed rates concession fee shall be upfront at the Park's entry points. It shall be an obligation of the LICENSEE to make a prior arrangement for the upfront payment of the fixed rate concession fees at the entry points. Provided that the LICENSEE may make special arrangement with tour operators for upfront payment of the fixed rate concession fees at the entry points of the Park on a set off arrangement to be agreed between them.
- (iii) The rates applicable in determining the Concession Fees may be revised after every three (3) years provided that the LICENSOR shall give the LICENSEE not less than six (6) months written notice prior to the expiry of the three (3) years' period of its intention to revise the rates. Provided that where there is a conflict between the notice period provided under this agreement and a notice under any Government Notice revising the concession fee rates the Government Notice provision shall prevail.
2. Clause 12.0 is amended by introducing a new clause 12.1 and re arranging the existed clauses 2.1, 2.2 and 2.3 to 2.2, 2.3, and 2.4 respectively. The new clause 12.1 reads;
- 12.1 That the Licensee shall not transfer, assign or sublet or part with the possession of the tented Camp/Lodge/hotel, site or any part thereof without the previous consent in writing of the Licensor.
3. Clause 13.0 is amended by introducing a new clause 13.1 and re arranging the existed clauses 13.1, 13.2 and 13.3 to 13.2, 13.3 and 13.4 respectively. The new clause 13.1 reads;
- 13.1 In the event that either party proposes to terminate this Agreement, he shall issue ninety days written notice of his intention to the other party.
4. This Addendum forms an integral part of the Agreement and should be considered at all times in conjunction with the Agreement and the clauses and conditions contained therein.
5. That save for the amendments made, which are expressly provided herein above, all other provisions of the Agreement remain unchanged and binding to the parties.



AS WITNESS the hands of the duly authorized representatives of the parties the day and year above written.

THE LICENSOR

Sealed with the Common Seal of the Trustees of the Tanzania National Parks and delivered in our presence this _____ day _____ of _____ 2018

Full Name: GENERAL GEORGE M. WAITARA

Signature: _____

Address: P.O.BOX 3134

ARUSHA

Qualification: CHAIRMAN, BOARD OF TRUSTEES

Full Name: ALLAN J. H. KIJAZI

Signature: _____

Address: P.O.BOX 3134

ARUSHA

Qualification: SECRETARY, BOARD OF TRUSTEES



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THE LICENSEE

Sealed with the Common Seal of M/S Orion
Hotels (T) Ltd and delivered in our presence
this day of 2018

Full Name: ANDREW S. SIMBA

Signature: [Handwritten Signature]

Address: P.O. Box 14708

ARUSHA

TANZANIA

Qualification: Managing Director

Full Name: Claudia Stuart

Signature: [Handwritten Signature]

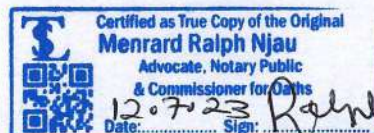
Address: P.O. Box 14708

Arusha

Tanzania

Qualification: Director

[Handwritten Mark]



ASSIGNMENT AGREEMENT

BETWEEN

AND

TIN TIN ADVENTURE TOURS AND SAFARIS LIMITED

AND

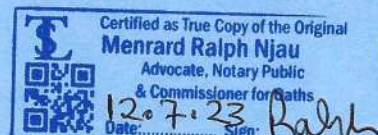
ORION HOTELS TANZANIA LIMITED

CONCERNING THE ASSIGNMENT OF RIGHTS, OBLIGATIONS, CONDITIONS AND OR RESTRICTIONS UNDER THE STANDARDISED LICENSE AGREEMENT DATED THE 5TH DAY OF AUGUST, 2013 BETWEEN MS TIN TIN ADVENTURE TOURS AND SAFARIS LIMITED AND THE TRUSTEES OF TANZANIA NATIONAL PARKS IN RESPECT OF A PARCEL OF LAND AT WOGAKURYA AREA, TABORA, B SITE WITHIN SERENGETI NATIONAL PARK.

DRAWN BY:

**ELVAISON ERASMO MARO
MARO AND COMPANY ADVOCATES
PLOT NO.80, JANDU STREET
CORRIDOR AREA
P. O. BOX 14765
ARUSHA**

**& PROF. IKAMBA ROBERT MSANGA
ADVOCATE
P.O.BOX 474
MOSHI**



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ASSIGNMENT AGREEMENT

THIS **AGREEMENT** is made on this 4th day of December, 2017

BETWEEN

TIN TIN ADVENTURE TOURS AND SAFARIS LIMITED, of Postal Office number 1811, Moshi a private company limited by shares registered the Companies Act No. 212 of 2002 of the laws of the United Republic of Tanzania (herein referred to as '**the Assignor**') which expression shall where the context so admits include its successors and assigns) of the one part,

AND

Ms ORION HOTELS TANZANIA LIMITED a private company limited by shares registered the Companies Act No.212 of 2002 of the laws of the United Republic of Tanzania of P.O. Box 14708, Arusha, Tanzania (herein referred to as '**the Assignee**') which expression shall where the context so admits include its successors and assigns) on the other part.

WHEREAS on the 5th day of August, 2013 the **Assignor** entered into a Standardized License Agreement with the Trustees of Tanzania National Parks in respect of a parcel of land at Wogakurya area, Tabora B site within Serengeti National Park for a period of Thirty Three years (with a right of renewal).

(A copy of the Standardized License Agreement is herewith annexed and marked schedule TO-1 and the same forms part of this Agreement).

WHEREAS under the terms of the said Standardized License Agreement the **Assignor** was required to erect, construct and establish ecologically and environmentally friendly Tourist camp in compliance with the GMP and DALP requirements.

WHEREAS on the 20th day of September, 2013 the **Assignor** and the **Assignee** herein entered into an agreement titled Agency Agreement whereby the **Assignee** was granted a right to and in fact did erect, construct and establish a full fledged Tourist Camp commonly known as SERENGETI BUSHTOPS CAMP in compliance with



the GMP and DALP requirements in consideration whereof the **Assignee** was obligated to pay annual rent at a sum of One hundred thousand to the **Assignor**.
(A copy of the Agency Agreement is herewith annexed and marked schedule TO-2 and the same forms part of this Agreement).

WHEREAS the **Assignor** has agreed and desires to assign to the **Assignee**, and the **Assignee** desires to assume, all of **Assignor's** rights and obligations under the Standardized License Agreement with effect from the date of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereby covenant and agree as follows:

1.0 DEFINITIONS AND INTERPRETATION

- 1.1 '**Assignment**' shall mean the assigning of **Assignor's** rights, benefits, obligations in the Standardized License Agreement to the **Assignee**,
- 1.2 '**Standardized License Agreement**' shall mean and refer to the Standardized License Agreement between the **Assignee** and the Trustees of Tanzania National Parks in respect of a parcel of land at Wogakurya area, Tabora B site within Serengeti National Park for a period of Thirty Three years (with a right of renewal).
- 1.3 '**USD**' means the lawful currency of the United State of America.
- 1.4 '**VAT**' Value Added Tax chargeable under the Value Added Tax Act, Chapter 148.R.E as amended from time to time.
- 1.5 Where any party to this deed for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally;
- 1.6 References to any clause/sub-clause or schedule shall be construed as a reference to the clause/ sub-clause in this deed so numbered.



2.0 ASSIGNMENT

- 2.1 In consideration of the sum of a sum of USD One hundred Fifty thousand only (**USD 150,000.⁰⁰**) (**net of VAT**) to be paid by the **Assignee** to the **Assignor**, the **Assignor** assigns the Standardized License (wholly and exclusive) to the **Assignee** together with all rights, benefits, and obligations arising from the said Standardized License Agreement for the remainder of the License period and any subsequent renewal.
- 2.2 The above sum shall be paid to the **Assignor** by the **Assignee** upon the parties obtaining approval and or Consent to the Assignment from the Trustees of Tanzania National Parks.
- 2.3 That payment shall be in two installments as hereunder-
- 2.3.1 \$ 75,000 (USD) with Tax Invoice and Vat after receiving a formal acceptance of the assignment from The Trustees of the Tanzanian National Parks Board of Directors.
- 2.3.2 \$ 75,000 (USD) with Tax Invoice and Vat three months following the initial payment in 2.3.1 above.
- 2.4 That the **Assignee** shall pay a sum of USD Ten Thousand (\$10,000.⁰⁰) being consent fees to the Trustees of Tanzania National Parks as required by the Standardized license agreement.
- 2.5 That both the **Assignor** and the **Assignee** shall write a joint letter of application to TANAPA for consent to assign the License agreement to Orion Hotels T. Limited.
- 2.6 That upon payment of the second installment which is the final payment the parties shall be discharged of any liability arising from the Agency Agreement of 20th September 2013 and there shall be no past or future claim from the **Assignor** to the **Assignee** or third party.



3.0 THE ASSIGNEE AND ASSIGNOR COVENANTS

- 3.1 The **Assignee** covenants with the **Assignor** to perform and observe all covenants, conditions, obligations, and or restrictions stipulated in the Standardized License Agreement and shall comply with land use plans, resource management zone plans, various laws etc during the remainder of the whole period of the Standardized License Agreement.
- 3.2 That both the **Assignor** and **Assignee** covenants to indemnify and keep each other indemnified against all actions, proceedings, damages, costs, claims and demands arising by reason or on account of any breach or non-observance of the covenants, conditions or restrictions contained in the Agency Agreement during the subsistence thereof.
- 3.3 It is hereby further agreed that the sole and exclusive rights granted to the **Assignor** in the Standardized License Agreement shall be exercised by the **Assignee** upon signing of this Agreement and the **Assignor** shall have no rights whatsoever arising from the said Agreement thereon.
- 3.4 It is hereby agreed that each Party shall undertake to pay its relevant government fees and taxes upon execution of this Agreement save for the Consent fees payable to the Trustees on the Tanzania National Parks which shall be paid by the **Assignee** as afore stated.
- 3.5 It is hereby agreed that the Standardized License Agreement dated the 5th day of August 2013 between the **Assignor** and the Trustees of the Tanzania national Parks and the Addendum thereto if any shall form part of this Agreement.
- 3.6 It is hereby agreed that each party will bear its own legal costs in respect of this agreement.

4.0 DISPUTE SETTLEMENT

- 4.1 Should any dispute or difference arise between the Parties to or in connection with this Agreement (or its construction, operation or



termination) or other arrangements between them connected with its implementation, the aggrieved party shall issue notice to the defaulting party within 7 days from the date the dispute or difference arose for the parties to amicably rectify and settle the same within 30 days from the date of the Notice.

- 4.2 Should the Parties fail to amicably settle the dispute within the 30 days; the dispute or difference shall within 15 days from date of failure to resolve amicably be referred to Mediation whereby an independent Mediator shall be jointly chosen by the Parties to mediate within 30 days.
- 4.3 Should Mediation fail within the thirty (30) days or should the Parties fail to agree on the selection of the Mediator within the specified period, the dispute shall be referred to Arbitration by the Parties within 15 days by each Party appointing one independent Arbitrator and the two appointed Arbitrators shall appoint an Umpire who shall arbitrate the matter to its finality and their decision shall be final and conclusive.
- 4.4 The Arbitration proceedings shall be construed in accordance with the Arbitration Act, Cap. 15 R.E 2002 or any other law that shall be applicable.
- 4.5 The place of Arbitration shall be in the United Republic of Tanzania.

5.0 MISCELLANEOUS PROVISIONS

5.1 GOVERNING LAW

It is agreed that this Agreement and all arrangements between the Parties herein shall be governed by and construed in all respects in accordance with Tanzanian Law(s) as amended from time to time.

5.2 SEVERABILITY

If any provision of the Agreement is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provision in question shall not be affected.



Name: Mary John Mboya.

Signature: *M. Mboya*

Postal Address: P.O. Box 1811, Moshi

Qualification: **DIRECTOR.**

SEALED with the **COMMON SEAL** of
MS ORION HOTELS TANZANIA LIMITED
and **DELIVERED** at **ARUSHA** in our
presence this *8th* day of December 2017.



Name: Andrew Stuart

Signature: *A. Stuart*

Postal Address: P.O. Box 14708, Arusha.

Qualification: **DIRECTOR**

Name: Claudia Stuart

Signature: *C. Stuart*

Postal Address: P.O. Box 14708, Arusha

Qualification: **DIRECTOR**

Drawn by:

Elvason
Elvason Erasmo Maro (Advocate)
M/S. Maro and Company, Advocates
Plot No.80, Jandu Street
Corridor Area
P.O. Box 14765
Arusha

**MARO & CO. ADVOCATES
ARUSHA**

and

Ikamba
Prof. Ikamba Robert Msanga
Advocate
P.O. Box 474
Moshi

