

ASSIGNMENT AGREEMENT

BETWEEN

M/S LEOPARD TOURS LIMITED t/a KUHAMA CAMP

AND

TNS HOSPITALITY COMPANY LIMITED

CONCERNING THE ASSIGNMENT OF RIGHTS, OBLIGATIONS, CONDITIONS AND OR RESTRICTIONS UNDER THE LEASE AGREEMENT DATED THE 1ST DAY OF JULY 2018 BETWEEN NGORONGORO CONSERVATION AREA AUTHORITY AND M/S LEOPARD TOURS t/s KUHAMA CAMP IN RESPECT OF MATTERS OF CONSTRUCTION AND OPERATION OF LUXURY TENTED CAMP AT LEMALA AREA (PERMANENT LUXUARY TENTED CAMP) AREA WITHIN NGORONGORO CONSERVATION AREA.

DRAWN BY:

Abdallah Issa Alli

MARO AND COMPANY, ADVOCATES

PLOT NO.80, HSE, NO.26

JANDU STREET, CORRIDOR AREA

P. O. BOX 14765

23109 ARUSHA

ASSIGNMENT AGREEMENT

THIS AGREEMENT is made on this ^{30th} day of October, 2021.

between

M/S. LEOPARD TOURS t/a KUHAMA CAMP, of Postal Office number 60112, Dar es salaam a private company limited by shares registered under the Companies Act No.212 of 2002 of the laws of the United Republic of Tanzania as amended from time to time (herein referred to as '*the Assignor*') which expression shall where the context so admits include its successors and assigns) of the one part,

and

M/S. TNS HOSPITALITY COMPANY LIMITED a private company limited by shares registered under the Companies Act No.212 of 2002 of the laws of the United Republic of Tanzania as amended from time to time of P.O. Box 1638 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 01st day of July, 2018 the Assignor entered into a lease Agreement with the Ngorongoro Conservation Authority in respect of matters of construction and operation of 25 rooms, 50 beds luxury tented camp at Lemala within Ngorongoro Conservation Area for a period of Thirty Three years (with a right of renewal).

(A copy of the lease Agreement is herewith annexed and marked schedule T0-1 and the same forms part of this Agreement).

WHEREAS under the terms of the said lease Agreement the Assignor was required to construct 25 rooms and run 50 beds luxury tented camps ecologically and environmentally friendly Tourist Permanent camp in compliance with the agreed terms, conditions and requirements imposed thereto.

WHEREAS the Assignor has since commenced construction and running of the luxury tented Camp by constructing staff quarters and allied services such as drilling and establishing a Bore hole for fresh water for consumption within the camp however due to unforeseen expanded business of the Assignor she now desires to assign the continued development of the said area to the Assignee who shall continue with the said development in compliance with the agreed terms and requirements thereto.

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 'lease Agreement' shall mean and refer to the Agreement between the Assignee and Ngorongoro National Parks in respect of a parcel of land constituting 56,700 square meters at Lemala within Ngorongoro Conservation Area 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 annual sum of a USD Forty Thousand only (USD 40,000.⁰⁰) (net of VAT and all other expenses by way of taxes or levies or charges of whatever description arising from the Assignment agreement) to be paid by the Assignee to the Assignor the Assignor assigns the Standardized License (wholly and exclusively) to the Assignee together with all rights, benefits, developments thereof 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 in two installments as set out here under.
 - 2.2.1 A sum of USD Twenty Thousand (\$ 20,000.⁰⁰) shall be payable to the Assignor immediately on signing this agreement.
 - 2.2.2 That the Assignee shall within Two months from the date of signing of this Assignment Agreement cause a design layout of the proposed construction on the site and costs thereof to be developed and the same shall be verified by the Assignor and

thereafter submit the same to Tanzania National Parks Management for approval.

- 2.2.3 The second instalment shall be payable to the Assignor immediately upon completion of the construction of servant quarters and the parties obtaining approval and or Consent to the Assignment from the Ngorongoro Conservation Area.
- 2.4 That the Assignee shall pay any sum as may be directed by the assignor for consent fees to the Trustees of Ngorongoro Conservation Authority as required by the lease agreement.
- 2.5 That both the Assignor and the Assignee shall write a joint letter of application to Ngorongoro Conservation Authority for consent to assign the License agreement to M/S. TNS HOSPITALITY COMPANY LIMITED.
- 2.6 That upon payment of the second installment which is the final payment the parties shall be discharged of any liability.
- 2.7 That in the event that the Registered Trustees of the National Park withholds consent to this transaction the amount of money paid under the first instalment plus the cost putting up staff quarters as set out in Clause 2.2.2 shall be recoverable by the Assignee in full.

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 lease 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 Ngorongoro Conservation Area Authority which shall be paid by the Assignee as afore stated.

- 3.5 It is hereby agreed that the lease Agreement dated the 01st day of July 2018 between the Assignor and the Ngorongoro Conservation Area Authority 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 Any dispute arising from or in connection with this Agreement shall be settled amicably between the Parties, failing which the matter will be referred to arbitration as provided for by Arbitration Act, Chapter 15 [R.E. 2020] and proceedings of which shall be in accordance with TIAC Arbitration Rules of August 2021 or their modifications at the time being in force. The Arbitration Tribunal shall consist of One (1) Arbitrator appointed by consensus of the parties within 30 days from the date the dispute arose. Where no consensus is reached as to the appointment of an arbitrator the party referring the dispute shall have the right to appoint the Arbitrator. The Arbitrator so appointed shall be a person who has no interest with the party referring a dispute. The language to be used in the arbitral proceedings shall be either Kiswahili or English. The seat of the arbitration shall be ARUSHA and the proceedings may be electronically

(virtual) conducted or by physical appearance. Costs of arbitration shall be shared half by each of the parties to the Agreement/dispute.

4.5 Any dispute arising from or in connection with this Agreement shall be settled amicably between the Parties, failing which the matter will be referred to arbitration as provided for by Arbitration Act or in any Arbitration mode as agreed by the parties hereto.

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.

5.3 Notice

Except as it may be otherwise agreed between the Parties herein, all notices required or permitted hereunder shall be in writing and shall be deemed to be delivered when prepaid postage, certified or registered mail, return receipt is requested and addressed to the Parties at their respective addresses used in this Agreement as specified below or at such other address as may be subsequently specified by written notice.

Notices to the Assignor:

Directors,
M/S. LEOPARD TOURS LIMITED t/a KUHAMA CAMP
P. O. Box
Dar es salaam - Tanzania

Notices to the Assignee;

Director,
M/S. TNS Hospitality Company Limited,
P. O. Box
Arusha - Tanzania

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Assignor and Assignee affix their Seal and signatures hereto;

SEALED with the COMMON SEAL of
LEOPARDS TOURS LIMITED]
and DELIVERED at Arusha in our] ASSIGNOR
presence this day of October 2021.]



Name: ZUHER FAZAL
Signature:
Postal Address: P.O. Box 10678 Arusha.
Qualification: DIRECTOR

Name: ELVAION E. MARI
Signature::
Postal Address: P.O. Box 10678. Arusha
Qualification: DIRECTOR/SECRETARY

SEALED with the COMMON SEAL of]
M/S. TNS HOSPITALITY COMPANY]
LIMITED and DELIVERED at ARUSHA in]
our presence this day of October 2021.] ASSIGNEE



Name: ZUHER FAZAL
Signature:
Postal Address: P.O. Box 10678 Arusha.
Qualification: DIRECTOR

Name: ELVAISON E. MARO
Signature:
Postal Address: P.O. Box 14765, Arusha
Qualification: DIRECTOR/SECRETARY

Drawn by:

Abdalla Issa Ali (Advocate)
M/S. Maro and Company, Advocates
Plot No.80, Hse. No.26
Handu Street, Corridor Area
P.O. Box 14765
23109 Arusha

ASSIGNMENT AGREEMENT

BETWEEN

LEOPARDS TOURS LIMITED

AND

TNS HOSPITALITY COMPANY LIMITED

CONCERNING THE ASSIGNMENT OF RIGHTS, OBLIGATIONS, CONDITIONS AND OR RESTRICTIONS UNDER THE LEASE AGREEMENT DATED THE 16TH DAY OF DECEMBER 2013 BETWEEN NGORONGORO CONSERVATION AREA AUTHORITY AND M/S LEOPARDS TOURS LIMITED IN RESPECT OF MATTERS OF CONSTRUCTION AND OPERATION OF LUXURY TENTED CAMP AT NDUTU AREA (PERMANENT LUXUARY TENTED CAMP) AREA WITHIN NGORONGORO CONSERVATION AREA.

DRAWN BY:

Abdallah Issa Alli

MARO AND COMPANY, ADVOCATES

PLOT NO.80, HSE, NO.26

JANDU STREET, CORRIDOR AREA

P. O. BOX 14765

23109 ARUSHA

ASSIGNMENT AGREEMENT

THIS AGREEMENT is made on this ^{30th} day of October, 2021.

between

M/S. LEOPARDS TOURS LIMITED, of Postal Office number 1638, Arusha a private company limited by shares registered the Companies Act No.212 of 2002 of the laws of the United Republic of Tanzania as amended from time to time (herein referred to as '**the Assignor**') which expression shall where the context so admits include its successors and assigns) of the one part,

and

M/S. TNS HOSPITALITY COMPANY LIMITED a private company limited by shares registered the Companies Act No.212 of 2002 of the laws of the United Republic of Tanzania as amended from time to time of P.O. Box 1638 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 16th day of December, 2013 the Assignor entered into a lease Agreement with the Ngorongoro Conservation Authority in respect of matters of construction and operation of 40 beds luxury tented camp at Ndutu within Ngorongoro Conservation Area for a period of Thirty Three years (with a right of renewal).

(A copy of lease Agreement is herewith annexed and marked schedule T0-1 and the same forms part of this Agreement).

WHEREAS under the terms of the said lease Agreement the Assignor was required to construct and run 40 beds luxury tented camps ecologically and environmentally friendly Tourist Permanent camp in compliance with the agreed terms, conditions and requirements imposed thereto.

WHEREAS on the Assignor has since commenced construction and running of the luxury tented Camp by constructing staff quarters and allied services such as drilling and establishing a Bore hole for fresh water for consumption within the camp however due to unforeseen expanded business of the Assignor she now desires to assign the continued development of the said area to the Assignee who shall continue with the said development in compliance with the agreed terms and requirements thereto.

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 'lease Agreement' shall mean and refer to the Agreement between the Assignee and Ngorongoro Conservation Area Authority in respect of a parcel of land constituting five (5) acres at within Ngorongoro Conservation Area 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 annual sum of a USD Forty Thousand only (USD 40,000.⁰⁰) (net of VAT and all other expenses by way of taxes or levies or charges of whatever description arising from the Assignment agreement) 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, developments thereof 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 in two installments as set out here under.
 - 2.2.1 A sum of USD Twenty Thousand (\$ 20,000.⁰⁰) shall be payable to the Assignor immediately on signing this agreement.
 - 2.2.2 That the Assignee shall within Two months from the date of signing of this Assignment Agreement cause a design layout of the proposed construction on the site and costs thereof to be developed and the same shall be verified by the Assignor and

thereafter submit the same to Tanzania National Parks Management for approval.

- 2.2.3 The second instalment shall be payable to the Assignor immediately upon completion of the construction of servant quarters and the parties obtaining approval and or Consent to the Assignment from the Ngorongoro Conservation Area.
- 2.4 That the Assignee shall pay any sum as may be directed by the assignor for consent fees to the Trustees of Ngorongoro Conservation Area Authority as required by the lease agreement.
- 2.5 That both the Assignor and the Assignee shall write a joint letter of application to Ngorongoro Conservation Authority for consent to assign the License agreement to M/S. TNS HOSPITALITY COMPANY LIMITED.
- 2.6 That upon payment of the second installment which is the final payment the parties shall be discharged of any liability.
- 2.7 That in the event that the Registered Trustees of the National Park withholds consent to this transaction the amount of money paid under the first instalment plus the cost putting up staff quarters as set out in Clause 2.2.2 shall be recoverable by the Assignee in full.

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 lease Agreement dated the 16TH day of December 2013 between the Assignor and the Ngorongoro Conservation Area Authority 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 Any dispute arising from or in connection with this Agreement shall be settled amicably between the Parties, failing which the matter will be referred to arbitration as provided for by Arbitration Act, Chapter 15 [R.E. 2020] and proceedings of which shall be in accordance with TIAC Arbitration Rules of August 2021 or their modifications at the time being in force. The Arbitration Tribunal shall consist of One (1) Arbitrator appointed by consensus of the parties within 30 days from the date the dispute arose. Where no consensus is reached as to the appointment of an arbitrator the party referring the dispute shall have the right to appoint the Arbitrator. The Arbitrator so appointed shall be a person who has no interest with the party referring a dispute. The language to be used in the arbitral proceedings shall be either Kiswahili or English. The seat of the

arbitration shall be ARUSHA and the proceedings may be electronically (virtual) conducted or by physical appearance. Costs of arbitration shall be shared half by each of the parties to the Agreement/dispute.

- 4.5 Any dispute arising from or in connection with this Agreement shall be settled amicably between the Parties, failing which the matter will be referred to arbitration as provided for by Arbitration Act or in any Arbitration mode as agreed by the parties hereto.

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.

5.3 Notice

Except as it may be otherwise agreed between the Parties herein, all notices required or permitted hereunder shall be in writing and shall be deemed to be delivered when prepaid postage, certified or registered mail, return receipt is requested and addressed to the Parties at their respective addresses used in this Agreement as specified below or at such other address as may be subsequently specified by written notice.

Notices to the Assignor:

Directors,
M/S. Leopards Tours Limited,
P. O. Box 1638
Arusha - Tanzania

Notices to the Assignee;

Director,
M/S. TNS Hospitality Company Limited,
P. O. Box 1638
Arusha - Tanzania

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Assignor and Assignee affix their Seal and signatures hereto;

SEALED with the COMMON SEAL of
LEOPARDS TOURS LIMITED]

and DELIVERED at Arusha in our]
presence this 30th day of October 2021.]

ASSIGNOR



Name: ZUHER FAZAL

Signature: [Handwritten signature]

Postal Address: P.O. Box 10678 Arusha.

Qualification: DIRECTOR

Name: ELVAISON E. NARO


Signature: [Handwritten signature]

Postal Address: P.O. Box 10678 Arusha

Qualification: DIRECTOR/SECRETARY

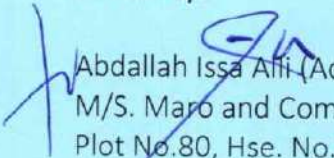
SEALED with the COMMON SEAL of]
M/S. TNS HOSPITALITY COMPANY]
LIMITED and DELIVERED at ARUSHA in] ASSIGNEE
our presence this ^{30/10} day of October, 2021.]



Name: ZUHER FAZAL
Signature: 
Postal Address: P.O. Box 10678 Arusha.
Qualification: DIRECTOR

Name: ELVAISON E. MAREW
Signature: 
Postal Address: P.O. Box ¹⁴⁷⁶⁵, Arusha
Qualification: DIRECTOR/SECRETARY

Drawn by:


Abdallah Issa Ali (Advocate)
M/S. Maro and Company, Advocates
Plot No.80, Hse. No.26
Jandu Street, Corridor Area
P.O. Box 14765
23109 Arusha

ASSIGNMENT AGREEMENT

BETWEEN

LEOPARDS TOURS LIMITED

AND

TNS HOSPITALITY COMPANY LIMITED

CONCERNING THE ASSIGNMENT OF RIGHTS, OBLIGATIONS, CONDITIONS AND OR RESTRICTIONS UNDER THE STANDARDISED LICENSE AGREEMENT DATED THE 7TH DAY OF OCTOBER 2013 BETWEEN M/S LEOPARDS TOURS LIMITED AND THE TRUSTEES OF TANZANIA NATIONAL PARKS IN RESPECT OF A PARCEL OF LAND AT SILALE AREA (SILALE PERMANENT TENTED CAMP) AREA WITHIN TARANGIRE NATIONAL PARKS.

DRAWN BY:

Abdallah Issa Alli

MARO AND COMPANY, ADVOCATES

PLOT NO.80, HSE, NO.26

JANDU STREET, CORRIDOR AREA

P. O. BOX 14765

23109 ARUSHA

ASSIGNMENT AGREEMENT

THIS AGREEMENT is made on this ^{20th} day of October, 2021.

between

M/S. LEOPARDS TOURS LIMITED, of Postal Office number 1638, Arusha a private company limited by shares registered the Companies Act No.212 of 2002 of the laws of the United Republic of Tanzania as amended from time to time (herein referred to as '**the Assignor**') which expression shall where the context so admits include its successors and assigns) of the one part,

and

M/S. TNS HOSPITALITY COMPANY LIMITED a private company limited by shares registered the Companies Act No.212 of 2002 of the laws of the United Republic of Tanzania as amended from time to time of P.O. Box 1638 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 07th day of October, 2013 the Assignor entered into a Standardized License Agreement with the Trustees of Tanzania National Parks in respect of a parcel of land at Silale Area (Silale Permanent tented camp) within Tarangire 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 Permanent camp in compliance with the GMP and DALP requirements.

WHEREAS on the Assignor has since commenced construction of the permanent Camp by constructing staff quarters and allied services such as drilling and establishing a Bore hole for fresh water for consumption within the camp however due to unforeseen expanded business of the Assignor she now desires to assign the continued development of the said area to the Assignee who shall continue with the said development in compliance with the GMP and DALP requirements.

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 Silale area within Tarangire 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 annual sum of a USD Forty Thousand only (USD 40,000.⁰⁰) (net of VAT and all other expenses by way of taxes or levies or charges of whatever description arising from the Assignment agreement) 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, developments thereof 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 in two installments as set out here under.
 - 2.2.1 A sum of USD Twenty Thousand (\$ 20,000.⁰⁰) shall be payable to the Assignor immediately on signing this agreement.
 - 2.2.2 That the Assignee shall within Two months from the date of signing of this Assignment Agreement cause a design layout of the proposed construction on the site and costs thereof to be developed and the same shall be verified by the Assignor and thereafter submit the same to Tanzania National Parks Management for approval.

- 2.2.3 The second instalment shall be payable to the Assignor immediately upon completion of the construction of servant quarters and the parties obtaining approval and or Consent to the Assignment from the Trustees of Tanzania National Parks.
- 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 M/S. TNS HOSPITALITY COMPANY LIMITED.
- 2.6 That upon payment of the second installment which is the final payment the parties shall be discharged of any liability.
- 2.7 That in the event that the Registered Trustees of the National Park withholds consent to this transaction the amount of money paid under the first instalment plus the cost putting up staff quarters as set out in Clause 2.2.2 shall be recoverable by the Assignee in full.

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 07TH day of October 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 Any dispute arising from or in connection with this Agreement shall be settled amicably between the Parties, failing which the matter will be referred to arbitration as provided for by Arbitration Act, Chapter 15 [R.E. 2020] and proceedings of which shall be in accordance with TIAC Arbitration Rules of August 2021 or their modifications at the time being in force. The Arbitration Tribunal shall consist of One (1) Arbitrator appointed by consensus of the parties within 30 days from the date the dispute arose. Where no consensus is reached as to the appointment of an arbitrator the party referring the dispute shall have the right to appoint the Arbitrator. The Arbitrator so appointed shall be a person who has no interest with the party referring a dispute. The language to be used in the arbitral proceedings shall be either Kiswahili or English. The seat of the arbitration shall be ARUSHA and the proceedings may be electronically

(virtual) conducted or by physical appearance. Costs of arbitration shall be shared half by each of the parties to the Agreement/dispute.

- 4.5 Any dispute arising from or in connection with this Agreement shall be settled amicably between the Parties, failing which the matter will be referred to arbitration as provided for by Arbitration Act or in any Arbitration mode as agreed by the parties hereto.

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.

5.3 Notice

Except as it may be otherwise agreed between the Parties herein, all notices required or permitted hereunder shall be in writing and shall be deemed to be delivered when prepaid postage, certified or registered mail, return receipt is requested and addressed to the Parties at their respective addresses used in this Agreement as specified below or at such other address as may be subsequently specified by written notice.

Notices to the Assignor:

Directors,
M/S. Leopards Tours Limited,
P. O. Box 10678
Arusha - Tanzania

Notices to the Assignee;

Director,
M/S. TNS Hospitality Company Limited,
P. O. Box 10678
Arusha - Tanzania

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Assignor and Assignee affix their Seal and signatures hereto;

SEALED with the COMMON SEAL of
LEOPARDS TOURS LIMITED]

and DELIVERED at Arusha in our]
presence this day of October 2021.]

ASSIGNOR



Name: ZUHER FAZAL
Signature: [Handwritten signature]
Postal Address: P.O. Box 10678 Arusha.
Qualification: DIRECTOR

Name: ELVAISA E. MAZO
Signature: [Handwritten signature]
Postal Address: P.O. Box 10678 Arusha
Qualification: DIRECTOR/SECRETARY

SEALED with the COMMON SEAL of]
M/S. TNS HOSPITALITY COMPANY]
LIMITED and DELIVERED at ARUSHA in]
our presence this ^{30th} day of October 2021.]

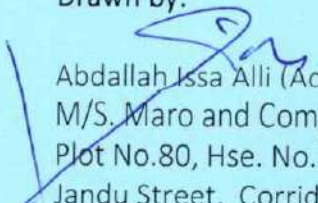
ASSIGNEE



Name: ZUHER FAZAL
Signature:
Postal Address: P.O. Box 1078 Arusha.
Qualification: DIRECTOR

Name:
Signature:
Postal Address: P.O. Box 1476C Arusha
Qualification: DIRECTOR/SECRETARY

Drawn by:


Abdallah Issa Alli (Advocate)
M/S. Maro and Company, Advocates
Plot No.80, Hse. No.26
Jandu Street, Corridor Area
P.O. Box 14765
23109 Arusha

ASSIGNMENT AGREEMENT

BETWEEN

LEOPARDS TOURS LIMITED

AND

TNS HOSPITALITY COMPANY LIMITED

CONCERNING THE ASSIGNMENT OF RIGHTS, OBLIGATIONS, CONDITIONS AND OR RESTRICTIONS UNDER THE STANDARDISED LICENSE AGREEMENT DATED THE 5TH DAY OF AUGUST 2013 BETWEEN M/S LEOPARDS TOURS LIMITED AND THE TRUSTEES OF TANZANIA NATIONAL PARKS IN RESPECT OF A PARCEL OF LAND AT MAKOMA HILL AREA (PERMANENT LUXUARY TENTED CAMP) AREA WITHIN SERENGETI NATIONAL PARKS.

DRAWN BY:

AbdallaHi SSA Alli

MARO AND COMPANY, ADVOCATES

PLOT NO.80, HSE, NO.26

JANDU STREET, CORRIDOR AREA

P. O. BOX 14765

23109 ARUSHA

ASSIGNMENT AGREEMENT

THIS AGREEMENT is made on this ^{30th} day of October, 2021.

between

M/S. LEOPARDS TOURS LIMITED, of Postal Office number 1638, Arusha a private company limited by shares registered the Companies Act No.212 of 2002 of the laws of the United Republic of Tanzania as amended from time to time (herein referred to as **'the Assignor'**) which expression shall where the context so admits include its successors and assigns) of the one part,

and

M/S. TNS HOSPITALITY COMPANY LIMITED a private company limited by shares registered the Companies Act No.212 of 2002 of the laws of the United Republic of Tanzania as amended from time to time of P.O. Box 1638 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 05th 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 Makoma Hill Area(Permanent Luxurious tented camp) 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 Permanent camp in compliance with the GMP and DALP requirements.

WHEREAS on the Assignor has since commenced construction of the permanent Camp by constructing staff quarters and allied services such as drilling and establishing a Bore hole for fresh water for consumption within the camp however due to unforeseen expanded business of the Assignor she now desires to assign the continued development of the said area to the Assignee who shall continue with the said development in compliance with the GMP and DALP requirements.

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 Makoma Hill area 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 annual sum of a USD Forty Thousand only (USD 40,000.⁰⁰) (net of VAT and all other expenses by way of taxes or levies or charges of whatever description arising from the Assignment agreement) to be paid by the Assignee to the Assignor the Assignor assigns the Standardized License (wholly and exclusively) to the Assignee together with all rights, benefits, developments thereof 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 in two installments as set out here under.
 - 2.2.1 A sum of USD Twenty Thousand (\$ 20,000.⁰⁰) shall be payable to the Assignor immediately on signing this agreement.
 - 2.2.2 That the Assignee shall within Two months from the date of signing of this Assignment Agreement cause a design layout of the proposed construction on the site and costs thereof to be developed and the same shall be verified by the Assignor and

thereafter submit the same to Tanzania National Parks Management for approval.

- 2.2.3 The second instalment shall be payable to the Assignor immediately upon completion of the construction of servant quarters and the parties obtaining approval and or Consent to the Assignment from the Trustees of Tanzania National Parks.
- 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 M/S. TNS HOSPITALITY COMPANY LIMITED.
- 2.6 That upon payment of the second installment which is the final payment the parties shall be discharged of any liability.
- 2.7 That in the event that the Registered Trustees of the National Park withholds consent to this transaction the amount of money paid under the first instalment plus the cost putting up staff quarters as set out in Clause 2.2.2 shall be recoverable by the Assignee in full.

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 05TH 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 Any dispute arising from or in connection with this Agreement shall be settled amicably between the Parties, failing which the matter will be referred to arbitration as provided for by Arbitration Act, Chapter 15 [R.E. 2020] and proceedings of which shall be in accordance with TIAC Arbitration Rules of August 2021 or their modifications at the time being in force. The Arbitration Tribunal shall consist of One (1) Arbitrator appointed by consensus of the parties within 30 days from the date the dispute arose. Where no consensus is reached as to the appointment of an arbitrator the party referring the dispute shall have the right to appoint the Arbitrator. The Arbitrator so appointed shall be a person who has no interest with the party referring a dispute. The language to be used in the arbitral proceedings shall be either Kiswahili or English. The seat of the

arbitration shall be ARUSHA and the proceedings may be electronically (virtual) conducted or by physical appearance. Costs of arbitration shall be shared half by each of the parties to the Agreement/dispute.

4.5 Any dispute arising from or in connection with this Agreement shall be settled amicably between the Parties, failing which the matter will be referred to arbitration as provided for by Arbitration Act or in any Arbitration mode as agreed by the parties hereto.

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.

5.3 Notice

Except as it may be otherwise agreed between the Parties herein, all notices required or permitted hereunder shall be in writing and shall be deemed to be delivered when prepaid postage, certified or registered mail, return receipt is requested and addressed to the Parties at their respective addresses used in this Agreement as specified below or at such other address as may be subsequently specified by written notice.

Notices to the Assignor:

Directors,
M/S. Leopards Tours Limited,
P. O. Box 10678
Arusha - Tanzania

Notices to the Assignee;

Director,
M/S. TNS Hospitality Company Limited,
P. O. Box 10678
Arusha - Tanzania

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Assignor and Assignee affix their Seal and signatures hereto;

SEALED with the COMMON SEAL of
LEOPARDS TOURS LIMITED]
and DELIVERED at Arusha in our]
presence this 30th day of October 2021.]



ASSIGNOR

Name: ZUHER FAZAL
Signature:
Postal Address: P.O. Box 10678 Arusha.
Qualification: DIRECTOR

Name: ELVARIO EDUARDO
Signature:
Postal Address: P.O. Box 10678 Arusha
Qualification: DIRECTOR/SECRETARY

SEALED with the COMMON SEAL of]
M/S. TNS HOSPITALITY COMPANY]
LIMITED and DELIVERED at ARUSHA in]
our presence this 30th day of October 2021.]



ASSIGNEE

Name: ZUHER FAZAL

Signature:

Postal Address: P.O. Box 10678 Arusha

Qualification: DIRECTOR

Name:

ERVAION E. MARO

Signature:

Postal Address: P.O. Box 10678 Arusha

Qualification: DIRECTOR/SECRETARY

Drawn by:

Abdallah Issa Alli (Advocate)
M/S. Maro and Company, Advocates
Plot No.80, Hse. No.26
Jandu Street, Corridor Area
P.O. Box 14765
23109 Arusha

ASSIGNMENT AGREEMENT

BETWEEN

M/S LEOPARD TOURS t/a KUHAMA CAMP TANZANIA LIMITED

AND

M/S TNS HOSPITALITY COMPANY LIMITED

CONCERNING THE ASSIGNMENT OF RIGHTS, OBLIGATIONS, CONDITIONS AND OR RESTRICTIONS UNDER THE STANDARDISED LICENSE AGREEMENT DATED THE 7TH DAY OF OCTOBER 2013 BETWEEN M/S LEOPARDS TOURS t/a KUHAMA CAMP TANZANIA LIMITED AND THE TRUSTEES OF TANZANIA NATIONAL PARKS IN RESPECT OF A PARCEL OF LAND AT KIMALISHE SOUTH (KIMALISHE PERMANENT TENTED CAMP) AREA WITHIN SERENGETI NATIONAL PARKS.

DRAWN BY:

Abdallah Issa Alli

MARO AND COMPANY, ADVOCATES

PLOT NO.80, HSE, NO.26

JANDU STREET, CORRIDOR AREA

P. O. BOX 14765

23109 ARUSHA

ASSIGNMENT AGREEMENT

THIS AGREEMENT is made on this ^{30th} day of October, 2021.

between

M/S. LEOPARD TOURS t/a KUHAMA CAMP TANZANIA LIMITED, of Postal Office number 10678, Arusha a private company limited by shares registered the Companies Act No.212 of 2002 of the laws of the United Republic of Tanzania as amended from time to time (herein referred to as '*the Assignor*') which expression shall where the context so admits include its successors and assigns) of the one part,

and

M/S. TNS HOSPITALITY COMPANY LIMITED a private company limited by shares registered the Companies Act No.212 of 2002 of the laws of the United Republic of Tanzania as amended from time to time of P.O. Box 1638 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 26TH day of September, 2017 the Assignor entered into a Standardized License Agreement with the Trustees of Tanzania National Parks in respect of a parcel of land at Kimalishe South Area (Kimalishe South Permanent tented camp) 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 Permanent camp in compliance with the GMP and DALP requirements.

WHEREAS on the Assignor has since commenced construction of the permanent Camp by constructing staff quarters and allied services such as drilling and establishing a Bore hole for fresh water for consumption within the camp however due to unforeseen expanded business of the Assignor she now desires to assign the continued development of the said area to the Assignee who shall continue with the said development in compliance with the GMP and DALP requirements.

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 Kimalishe South area 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 annual sum of a USD Forty Thousand only (USD 40,000.⁰⁰) (net of VAT and all other expenses by way of taxes or levies or charges of whatever description arising from the Assignment agreement) to be paid by the Assignee to the Assignor the Assignor assigns the Standardized License (wholly and exclusively) to the Assignee together with all rights, benefits, developments thereof 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 in two installments as set out here under.
 - 2.2.1 A sum of USD Twenty Thousand (\$ 20,000.⁰⁰) shall be payable to the Assignor immediately on signing this agreement.
 - 2.2.2 That the Assignee shall within Two months from the date of signing of this Assignment Agreement cause a design layout of the proposed construction on the site and costs thereof to be developed and the same shall be verified by the Assignor and

thereafter submit the same to Tanzania National Parks Management for approval.

- 2.2.3 The second instalment shall be payable to the Assignor immediately upon completion of the construction of servant quarters and the parties obtaining approval and or Consent to the Assignment from the Trustees of Tanzania National Parks.
- 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 M/S. TNS HOSPITALITY COMPANY LIMITED.
- 2.6 That upon payment of the second installment which is the final payment the parties shall be discharged of any liability.
- 2.7 That in the event that the Registered Trustees of the National Park withholds consent to this transaction the amount of money paid under the first instalment plus the cost putting up staff quarters as set out in Clause 2.2.2 shall be recoverable by the Assignee in full.

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 26TH day of September 2017 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 Any dispute arising from or in connection with this Agreement shall be settled amicably between the Parties, failing which the matter will be referred to arbitration as provided for by Arbitration Act, Chapter 15 [R.E. 2020] and proceedings of which shall be in accordance with TIAC Arbitration Rules of August 2021 or their modifications at the time being in force. The Arbitration Tribunal shall consist of One (1) Arbitrator appointed by consensus of the parties within 30 days from the date the dispute arose. Where no consensus is reached as to the appointment of an arbitrator the party referring the dispute shall have the right to appoint the Arbitrator. The Arbitrator so appointed shall be a person who has no interest with the party referring a dispute. The language to be used in the arbitral proceedings shall be either Kiswahili or English. The seat of the

arbitration shall be ARUSHA and the proceedings may be electronically (virtual) conducted or by physical appearance. Costs of arbitration shall be shared half by each of the parties to the Agreement/dispute.

- 4.5 Any dispute arising from or in connection with this Agreement shall be settled amicably between the Parties, failing which the matter will be referred to arbitration as provided for by Arbitration Act or in any Arbitration mode as agreed by the parties hereto.

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.

5.3 Notice

Except as it may be otherwise agreed between the Parties herein, all notices required or permitted hereunder shall be in writing and shall be deemed to be delivered when prepaid postage, certified or registered mail, return receipt is requested and addressed to the Parties at their respective addresses used in this Agreement as specified below or at such other address as may be subsequently specified by written notice.

Notices to the Assignor:

Directors,
M/S. Leopard Tours t/a Kuhama Camp Tanzania Limited,
P. O. Box 10678
Arusha - Tanzania

Notices to the Assignee;


Director,
M/S. TNS Hospitality Company Limited,
P. O. Box
Arusha - Tanzania

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Assignor and Assignee affix their Seal and signatures hereto;

SEALED with the COMMON SEAL of
LEOPARDS TOURS LIMITED]
and DELIVERED at Arusha in our]
presence this 30th day of October 2021.]

ASSIGNOR



Name: ZUHER FAZAL
Signature: 
Postal Address: P.O. Box 10678 Arusha.
Qualification: DIRECTOR

Name: ELVAISON NABO
Signature: 
Postal Address: P.O. Box 10678 Arusha
Qualification: DIRECTOR/SECRETARY

SEALED with the COMMON SEAL of]
M/S. TNS HOSPITALITY COMPANY]
LIMITED and DELIVERED at ARUSHA in]
our presence this 30th day of October 2021.]

ASSIGNEE



Name: ZUHER FAZAL
Signature:
Postal Address: P.O. Box 10678 Arusha
Qualification: DIRECTOR

Name: ELVAISON E. MARO
Signature:
Postal Address: P.O. Box 10678 Arusha
Qualification: DIRECTOR/SECRETARY

Drawn by:

Abdallah Issa Ali (Advocate)
M/S. Maro and Company, Advocates
Plot No.80, Hse. No.26
Jandu Street, Corridor Area
P.O. Box 14765
23109 Arusha