



TANZANIA NATIONAL PARKS

OFFICE OF THE DIRECTOR GENERAL
P.O. BOX 3134, ARUSHA-TANZANIA

TNP/A.16(c)

24/7/2001

Ref. No. _____

Date _____

Mr. Robert Daniel
Managing Director
Abercrombie & Kent (Tanzania) Ltd
P.O. Box 427
ARUSHA

Dear Sir,

RE: **REASSIGNMENT OF MASHADO LEASES IN RESPECT OF
SWALA LUXURY TENTED CAMP IN THE TARANGIRE
NATIONAL PARK AND THE KUSINI LUXURY TENTED
CAMP IN THE SERENGETI NATIONAL PARK TO
ABERCROMBIE & KENT (TANZANIA) LTD**

Reference is made to the above captioned matter.

We are writing to inform you that the Board of Trustees during its 137th Ordinary meeting held in Dar es Salaam on the 4th of July, 2001 **NOTED** the decision by the Ministry of Natural Resources and Tourism as contained in the letter signed by the Permanent Secretary dated 13/3/2001 with Ref. No. GA/517/519/38 which decided **inter alia** that:

- (i) The Mashado Leases are re-assignable to your company and that M/s TANAPA should initiate the reassignment without further delay.
- (ii) That M/s Abercrombie and Kent (T) Ltd. should reimburse M/s TANAPA reasonable fees that were spent by them during the

court case on this issue. A mutually acceptable quantum should be agreed between both parties.

The Board **NOTED FURTHER** that Abercrombie and Kent (T) Ltd had on 22/6/2001 paid to TANAPA the sum of USD Twenty three thousand six hundred seventy one cents eighty eight only (USD 23,671.88) as legal expenses in respect of High Court (Arusha) Civil case No. 9/2000 Mashado Game Fishing and Two Others Versus TANAPA.

Following the decision made by the Ministry of Natural Resources and Tourism which the Board of Trustees took note during its 137th Ordinary Meeting, we are hereby writing to inform you that MASHADO Leases in respect of Swala Luxury Tented Camp in Tarangire National Park and Kusini Luxury Tented Camp in the Serengeti National park are reassigned to M/s Abercrombie and Kent (T) Ltd pursuant to the Ministry's decision with immediate effect.

Once again, we thank you very much for your understanding and cooperation.

Please acknowledge receipt of this letter at your earliest.

Yours sincerely,

TANZANIA NATIONAL PARKS



G. Bigurube

For: **DIRECTOR GENERAL**

c.c. Mr. Mark D. Bomani Esq.
Receiver and Manager of Mashado
Bomani & Company
Advocates
Peugeot House
P.O. Box 72772
DAR ES SALAAM

DEED OF ASSIGNMENT

THIS ASSIGNMENT is made this...^{5th}.....day of.....^{May}.....1999
BETWEEN MASHADO GAME FISHING LODGE LIMITED (through its
subsidiary Company MASHADO LUXURY TENTED SAFARIS
LIMITED) (here-in-after referred to as the Assignor) of the one part and
ABERCROMBIE & KENT (T) LTD (here-in-after referred to as the
Assignee) of the other part.

WHERE-AS:-

- (1) Leases were created on the 25th of July 1999 and the 25th of January 1992 respectively (here-in-after referred to as the Head Leases) between The Board of Trustees of Tanzania National Parks of P.O.Box 3134, Arusha and Ker & Downey Safaris Limited of P.O.Box 2782, Arusha for Land situated in Tarangire, Serengeti Kusini and North Serengeti (Wogakuria) for terms of 33 years i.e up to 2023.
On the said Land were situated three Luxury Tented Camps.
- (2) On the 31st day of May 1996 the unexpired portions of the Leases were re-assigned to Mashado Game Fishing Ltd by Ker & Downey Safaris Ltd subject to the same covenants and conditions there-in contained.
- (3) The Board of Trustees of TANAPA approved the re-assignment in its 123rd Meeting held on the 25th of June 1997.
- (4) On the 11th of June 1996 Mashado Luxury Tented Safaris Limited was incorporated as a Company Limited by Shares by Mashado Game Fishing Lodge Limited which held a majority of the shares.
The aim and objectives of Mashado Luxury Tented Safaris Limited was to own, manage and operate the Tented Camps situate on the Leased Land which had been acquired by the said Mashado Game Fishing Lodge Limited.
- (5) That Mashado Game Fishing Lodge Ltd and Mashado Luxury Tented Safaris Ltd are both currently under Receivership.

NOW THIS DEED WITNESSETH as follows;

1. That Mashado Game Fishing Lodge Limited (through its subsidiary Company Mashado Luxury Tented Safaris Limited) has re-assigned the un-expired portions of the Leases afore-mentioned to Abercrombie & Kent (T) Ltd.
2. The Assignee i.e Abercrombie & Kent will be subject to the same covenants, terms and conditions as are contained in the Head Lease between the Board of Trustees of Tanzania National Parks and Ker & Downey Safaris Limited.

IN WITNESS where-of the parties here-to have executed these presents in the manner below;

SIGNED AND DELIVERED by)
the said... *Mr. Lutf Kamu*)
who is known to me personally)
this *5th* day of *May* 1999)

[Signature]
Receiver/Manager
Mashado Game Fishing Lodge Limited

Name ... *E. L. MARO*

Address ... *P.O. Box 14768 Arusha*

Qualification ... *ADVOCATE*

Signature ... *[Signature]*



SIGNED AND DELIVERED by)
the said... Mr. Kihwehu...)
who is known to me personally)
this 5th day of May 1999)

[Signature]
Receiver/Manager

Mashado Game Fishing Lodge Limited

Name ... Elvason Maro

Address... P.O. Box 14765

Qualification... Advocate

Signature... *[Signature]*



SIGNED AND DELIVERED by)
the said... Mr. Mark Bomani)
who is known to me personally)
this 5th day of May 1999)

[Signature]
Receiver/Manager

Mashado Luxury Tented Safaris Limited

Name ... Elvason Maro

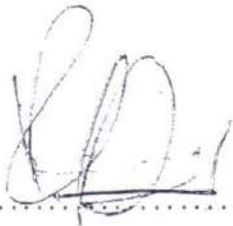
Address... P.O. Box 14765

Qualification... Advocate

Signature... *[Signature]*



SEALED WITH THE COMMON SEAL)
of Abercrombie & Kent Ltd in our)
presence this.....day of.....)
1999.

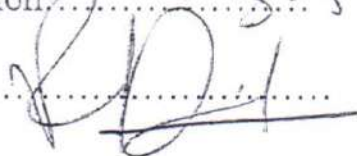


.....

Name K. J. A. Dancer

Address..... Box 427 ARUSHI

Qualification..... Manager's Director

Signature..... 

Name C. M. NGALO

Address..... Box 3003 ARUSHA

Qualification..... Company Secretary

Signature..... 



TANZANIA NATIONAL PARKS

OFFICE OF THE DIRECTOR GENERAL
P.O. BOX 3134, ARUSHA-TANZANIA

Ref. No. TNP/A.16(o)

Date 9/7/1997

Ker & Downey Tanzania Limited,
P O Box 2782,
ARUSHA (Att: Mr Alwyn A. Smith)

Dear Sir,

**RE: TRANSFER OF LEASE FROM KER & DOWNEY TANZANIA LIMITED TO
MASHADO FISHING LODGE LIMITED**

Reference is made to the above captioned matter.

Kindly be informed that the Board of Trustees of Tanzania National Parks at its 123rd Meeting held on 25th June 1997 in Arusha officially approved the transfer of lease from KER & DOWNEY TANZANIA LIMITED to MASHADO FISHING LODGE LTD as per contents of the transfer of lease document dated 31st day of May 1996.

From the contents of the transfer document it is expressly stated that Ker & Downey Tanzania Ltd of P O Box 2782 Arusha transferred to Mashado Game Fishing Lodge Ltd. their interest in the unexpired position of the terms of the Leases granted in respect of Tarangire National Park, Serengeti National Park and North Serengeti National Park (Wogakuria), and Mashado Game Fishing Lodge Limited (Transferee) of P O Box 14823, Arusha, applied to be recorded and recognized as the sole holder of the lease and occupier of the said area under the Leases aforementioned on the terms and conditions therein contained.

Please be informed accordingly.

Yours sincerely,
TANZANIA NATIONAL PARKS

Lota Melamari
DIRECTOR GENERAL

c.c. Mashado Game Fishing Lodge Ltd
P O Box 14823
ARUSHA (Att: Haigan C Murray)

1.2 Control, operate, establish or manage any such undertaking as is referred to in (1.1) hereof or rent, lease, sublease or grant concessions or licences to other persons to operate such undertakings under the control of the Trustees or on behalf of the Trustees.

1.3 LESSOR is the Holder of a Right of Occupancy in respect of the land at HAMB I YA MWAKI NYEB KOPJES within the SERENGETI NATIONAL PARK (hereinafter called "The Park").

1.4 The LEASEE has represented to LESSOR its willingness and ability to construct, establish and operate a tourist Hotel/Eodge/Tented Camp within the Park.

1.5 LESSOR has recommended the suitability of the ~~Hotel/Eodge/Tented Camp~~ at the site.

NOW THEREFORE, it is hereby agreed by and between the parties hereto as follows:-

2. THE LEASE of the Right of Occupancy to be issued by LESSOR to the LEASEE in respect of the land at HAMB I YA MWAKI NYEB KOPJES (hereinafter called "The Area") referred to in this Agreement and delienated on the plan annexed hereto, shall be on the following terms and conditions:

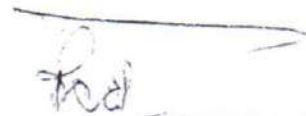
2.1 The LEASE shall be for a term of -33- years commencing upon the ... 25TH ... day of ... JANUARY, ... 1992 and ending on the 25TH day of ... JANUARY, ... 2025 The LEASE may, however, be renewed for a term of ... -33- years, subject to the LEASEE giving to LESSOR six months notice before the expiry of the subsisting term.

2.2 The building and structures to be erected on the Area by the LEASEE shall be in accordance with the building conditions of the LEASED Right of Occupancy and shall contain a maximum of -40- ~~rooms~~ (Beds).

2.3 Before embarking on the construction work the LEASEE shall:-

- 2.3.1 Submit to the Director of LESSOR, the name of a registered and competent contractor and sub-contractors to undertake the construction and the size of the workforce anticipated to take part in the construction work.
- 2.3.2 The design and layouts of the ~~Hotel/Lodge~~/Tented Camp will have to be produced after a competent Architect has visited the selected and agreed site, so as to come up with designs of layouts which will conform to the surroundings.
- 2.3.3 Submit to the Director of LESSOR, a timework chart of the construction work.
- 2.3.4 Liaise with the Director of LESSOR or his duly appointed representative in the Park to select a site for erecting temporary quarters for the contractors and the landing of building materials.
- 2.3.5 Construct an access road leading to the construction site. PROVIDED that the layout and design of the said access road and its net work, if any, shall be built with the consultation, supervision and direction of the Warden Incharge.
- 2.4 In the course of construction of the building and/or structures the LEASEE shall observe the following further conditions:-
- 2.4.1 That the Warden Incharge shall direct the LEASEE or its agents to the sites from which to collect building materials, eg. sand, stones, etc. and will also determine the price payable by the LEASEE or its agents to LESSOR for the said building materials.
- 2.4.2 That ferrying of building materials from one place to another in the Park shall be done only during the day time.
- 2.4.3 That the Warden Incharge to be consulted on the best methods to employ in providing social services and other requirements to the employees of the LEASEE, including their security.
- 2.4.4 That the Engineer of the Tanzania National Parks is to be invited to attend and participate in meetings to be held by the LEASEE with Surveyors, Architects and Contractors on matters pertaining to the construction work.

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- 2.5 The LEASEE shall within a period of twelve months of the execution of this Agreement, commence construction of suitable building or buildings and other structures on the land hereby demised according to and in conformity with the map or plans hereto annexed which have already been sanctioned by the LESSOR so that such buildings and structures are completed and ready for use for the purposes hereinafter mentioned within a period of 4 (four) years from date hereof.

Without prejudice to the generality of the foregoing the LEASEE shall abide by the following conditions pertaining to the Design and layout of the ~~Hotel/Lodge~~/Tented Camp.

- 2.5.1 The design and layouts of the Lodge should be submitted in writing to the Director of the LESSOR for scrutiny and subsequent approval before commencement of the construction work.
- 2.5.2 The Lodge will have to be as unobstrusive as possible.
- 2.5.3 That high degree of conscientious/imaginative care will have to be taken and exercised so as to make it blend into the landscape through proper external design and use of suitable blending construction materials.
- 2.5.4 Due attention will have to be paid in giving the design to be as an African idiom as possible both from external and internal outlook.
- 2.5.5 That it should be designed to convey some measures of feeling and touch of being in a Park or a safari tour.
- 2.5.6 That it will have to be designed so as to have its own distinctive character which will set it apart in the visitors' minds from other Lodges on the tourist circuit.
- 2.5.7 In addition to the above aesthetic qualities and considerations, the design will have to meet the purely functional requirement of a Lodge.

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2.5.8 The LEASEE shall ascertain the availability of adequate and suitable drinking water before construction work begins in order to ensure the ~~Hotel/Lodge/Tented Camp~~, upon completion, is constantly supplied with water.

PROVIDED that water for the ~~Hotel/Lodge/Tented Camp~~ shall not be drawn from natural streams unless the LEASEE after consultation with the Warden Incharge is satisfied that the animals will be left with constant supply of drinking water.

2.5.9 For purpose of not defacing the surroundings and minimizing accidents to animals, no overhead electric cables will be allowed. All sewage system will be underground and no allowance for leakage will be expected.

For proper waste products disposal and treatment, installation of incinerators will be obligatory.

2.6 The LEASEE shall demarcate boundaries of the Area to the satisfaction of LESSOR by using pins, but shall not, in the process unreasonably clear or destroy vegetation.

2.7 The LEASEE shall sink wells and lay pipes and renew and maintain those wells and pipes and ensure supplies of water, drainage sewerage and such other facilities on the Area.

2.8 The LEASEE shall make reasonable contribution towards the construction of game viewing tracks whose maintenance shall be the responsibility of LESSOR.

3. After completion of the building or buildings and structures aforementioned, the parties hereto agree to be bound by the following terms:-

3.1 The LEASEE shall have right to carry on or procure to be carried on the Area the business of Hoteliers and such other business ancillary thereto that may be deemed necessary for the smooth operation and management of the business of Hoteliers.

3.2 The LEASEE, its employees, servants, agents and licences shall have the right of way over and along all roads within the Park subject to compliance with the provisions of the National Parks Ordinance and the Regulations made thereunder.

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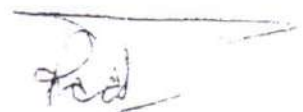


- 3.3 The LEASEE shall have the right to establish and maintain a specified number of vehicles and/or boats in the Area that is necessary for the LEASEE's performance of its day to day administrative functions.
PROVIDED that the LEASEE shall not operate within the park vehicles whose weight and/or capacity is in excess of that approved by LESSOR.
- 3.4 The Park landing strip will be available to the LEASEE and its clients provided that statutory landing fees may be charged at any time and shall be collected by Park's staff (and LEASEE on behalf of the Warden for those landing strips away from the Headquarters) and further PROVIDED THAT the National Parks shall not be liable for any loss or damage to any aircraft on the said landing strip.
- 3.5 The LEASEE shall be allowed to make camp-fires through written authority from the Warden Incharge, within the premises for the purposes of barbeque, PROVIDED THAT the LEASEE shall be responsible for the control of such fires and shall be liable for any damage that may be caused as a result of such fires getting out of control.
- 3.6 The LEASEE shall pay to LESSOR a monthly rent of 10% on the room rate (based on the number of rooms sold) during the subsistence of the Sub-lease which shall become due and payable at the expiry of a six months grace period, commencing upon completion of the ~~Hotel/Lodge~~/Tented Camp. LESSOR may, however, revise the rent after every 10 (ten) years but shall not do so unless such intention shall have been communicated to the LEASEE at least three months preceding such revision.
- 3.7 It is further agreed that the LEASEE shall:
- 3.7.1 not carry on in the said Area any business other than those specified in clause (3.1) of this agreement without written consent of LESSOR.
 - 3.7.2 keep the Area and all buildings and structures thereon in good state of repair and restore any damage thereto.
 - 3.7.3 pay bill for water, electricity, sanitary and conservancy charges in connection with the demised Area if the same are supplied by LESSOR.

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(Parks for the people)



- 3.7.4 issue passes to all its employees in such form as shall be approved by LESSOR and to instruct its employees to carry such passes at all times.
- 3.7.5 use to its best endeavours to ensure that visitors and employees do not leave the Area otherwise than in a motor vehicle except as may be necessary to enable the LEASEE's servants, employees and others perform their normal duties.
- 3.7.6 provide accommodation to visitors to the park in the order in which bona fide bookings are received by the LEASEE.
- 3.7.7 make available for inspection by the Director of LESSOR or persons authorized by him in writing; Registers of Bookings, at all reasonable times.
- 3.7.8 not carry on at the Area business involving by products of wildlife
- 3.7.9 not permit camping activities within the Area.
- 3.7.10 guard against discrimination of whatever form be it racial, sexual or religious.
- 3.7.11 not make any press release relating to the National Parks without written consent of LESSOR.
- 3.7.12 permit LESSOR to display at the ~~Hotel/Lodge/Tented Camp~~ informative or educative material and/or literature for the benefit of visitors.
- 3.7.13 charge special but fair rates for the accommodation of LESSOR's Board Members, Senior Officers and Park Officials whenever they are at the ~~Hotel/Lodge/Tented Camp~~ on official duties.
PROVIDED that in fixing such rates the LEASEE shall have regard to the number of such officers at any one given moment, duration of their stay and the frequency of such officers' presence at the ~~Hotel/Lodge/Tented Camp~~.
- 3.7.14 be required to avail a strong room/armoury for the purposes of safe keeping any firearms which might have been carried by a visitor as well as those firearms meant for the security of the ~~Hotel/Lodge/Tented Camp~~. Firearms or any weapons of precision shall not be carried by any visitor or employee of the LEASEE whether on the way to and from the ~~Hotel/Lodge/Tented Camp~~ or within the conditions of a special permit issued in that behalf.

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PROVIDED THAT any transient visitor in possession of firearms or other weapons of precision shall deposit the same immediately with either the Warden or ~~Hotel/Lodge/Tented Camp~~ Manager for the safe custody until such time as the visitor departs from the park.

- 3.7.15 employees of the LEASEE living in the ~~Hotel/Lodge/Tented Camp~~ and other employees shall not be required to pay entrance fees, but any servants accompanying visitors shall be liable to pay entrance fees. Staff relatives will be required to acquire free entry permits within 24 hours, failure to which they will be liable for payment.
- 3.7.16 require its employees who come in contact with the public to wear uniform by which they may be identified and distinguished as the employees of the said LEASEE.
- 3.7.17 endeavour, to his utmost ability, to submit staff list of his/her employees to the Warden Incharge after every six months including size of their families.
- 3.7.18 carry such insurances against losses by public liability and employee liability and other hazards as is customary among operators of similar businesses under comparable circumstances.
- 3.7.19 be required to ensure for the provision of social facilities to the employees, including fully stocked shop, meat (whose carcasses will either have to come from outside the park or be allowed by written authority of the Warden Incharge to bring in live animals for purposes of slaughtering, which will have to be confined to the area and kept for not more than seven days before slaughtering and NOT meant for breeding purposes).
- 3.7.20 in order to maintain high standards of the ~~Hotel/Lodge/Tented Camp~~, both the Management and Chef must have the required professional training background in hotel Management and food and beverage administration.
- 3.7.21 Not allow and encourage Jazz and dances except for traditional dances.
- 3.7.22 for purposes of cooking (food preparation) use of fuel wood will not be allowed except campfire on written approval by the Warden Incharge.

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- 3.7.23 be required to make and maintain firebreaks around the ~~Hotel/Lodge/Tented Camp~~ as may be approved by the Warden Incharge and ensure for proper installation and maintenance of fire extinguishers.
- 3.7.24 permit LESSOR its duly authorized agents at all reasonable times and after notice in that respect to enter upon the Area for the purpose of ensuring compliance with Regulations made from time to time under the National Parks Ordinance and conditions of the Agreement.
- 3.7.25 do all within its power through its employees both independently of and at the request of the Director or Warden (as defined in the National Parks Regulations) to prevent and/or suppress fire within the Area and to assist and use its best endeavours in the rescue and preservation of lives and properties in such emergencies as may arise within a radius of three miles from the buildings and structures.

4. LESSOR further covenants with the LEASEE:-

- 4.1 To maintain all established roads and bridges within the Park and improve such roads and bridges as far as possible to such standards as shall appear reasonable regard being had to the promotion of the tourist industry and the financial resources of LESSOR.
- 4.2 Not to permit the construction of any other ~~Hotel/Lodge/Tented Camp~~ other than that of the LEASEE herein named within a radius of 1.5 kilometers from the said ~~Hotel/Lodge/Tented Camp~~.

PROVIDED that this shall not be construed as prohibiting LESSOR from offering any service to the visitors which (service) the LEASEE may not provide by operation of any law, Regulations or by reason of any term of this agreement.

5. PROVIDE ALWAYS and it is hereby agreed:-

- 5.1 That the buildings and structures to be erected shall remain the property of the LEASEE during the term of sublease hereby created and for such period of renewal as may be extended.

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"Parks for the people"





- 5.2 That upon determination of this agreement for reasons than breach the LEASEE shall be entitled to full and fair compensation for unexhausted improvements on the Area.
- 5.3 That LESSOR may determine this Agreement and the LEASEE shall not be entitled to compensation in the event of continued breach of any condition relating to the period of construction and/or design and layout of the ~~Hotel/Lodge~~ Tented Camp.

PROVIDED further that LESSOR shall not determine the Agreement under this clause unless the breach shall have been brought to the attention of the LEASEE in writing and the latter shall have refused or neglected to remedy the same.

- 5.4 That the Client shall employ reasonable diligence to ensure compliance by its agents, employees and any other persons who may lawfully come under its control with the provisions of the National Parks Ordinance and Regulations made thereunder as they may, from time to time, be amended.
- 5.5 That the LEASEE shall not disclaim liability to pay damages to LESSOR for breach of any condition of this agreement arising out of State intervention due to the LEASEE's failure or neglect to abide by the provisions of any law, from the time being in force in Tanzania, which requires the LEASEE to do or abstain from doing any act.

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

LESSOR

Sealed with the common seal of the Trustees of the Tanzania National Parks and delivered in our presence this... 22nd day of January 1992

Signature [Handwritten Signature] Address P.O. Box 3003 ARUSHA Qualifications TRUSTEE

Signature [Handwritten Signature] Address P.O. Box 3124 ARUSHA TANZANIA Qualifications DIRECTOR GENERAL

LEASEE

Sealed with the common seal of the said KER & DOWNEY SAFARIS (T) LTD and DELIVERED in the presence of us this... 3rd day of February 1992

Signature [Handwritten Signature] Address P.O. Box 2782 ARUSHA Qualifications CHIEF EXECUTIVE DIRECTOR

Signature Address Qualifications

[Handwritten Signature] Parks for the people

[Handwritten Signature]

Telephone: General Line 0471
Director's Line 3053
Arusha 72-42100
Telex: TAN/P- Arusha
Telegrams & Cables TAN/P- Arusha



TANZANIA NATIONAL PARKS
OFFICE OF THE DIRECTOR
P.O. BOX 3134
ARUSHA - TANZANIA

ORIGINAL

Ref. No. TNP/A.16/N) 108

Date 25TH JULY, 1990

AGREEMENT

(An Agreement to confer rights and impose duties to the parties hereto, in relation to matters of a Lease, Construction and Management of a Hotel/Lodge/Tented Camp at.....TARANGIRE..... National Park).

AGREEMENT MADE this.....25TH.....day of.....JULY..... 1990....

between

THE BOARD OF TRUSTEES OF THE TANZANIA NATIONAL PARKS, being the Board of Trustees established by the National Parks Ordinance (Cap. 412) of the Laws of Tanzania of Post Office Box 3134, Arusha (hereinafter called "LESSOR" of the one part).

and

M/S. KER & DOWNEY SAFARIS (T) LTD.
P.O. BOX 2782
ARUSHA TANZANIA

(hereinafter called the "LEASEE" of the other part).

WHEREAS:

- 1 Lessor is empowered, in terms of section 10 (1) and (2) and (e) of the National Parks Ordinance; Cap. 412 as ammended by Act No. 7 of 1967 to:-
 - 1.1 Recommend sites suitable for the erection and operation, by other persons, of hotels or other buildings for the accommodation of visitors, operation of shops or similar undertakings.

- 1.2 Control, operate, establish or manage any such undertaking as is referred to in (1.1) hereof or rent, lease, sublease concessions or licences to other persons to operate such undertakings in building under the control of the Trustees or on behalf of the Trustees.
- 1.3 LESSOR is the Holder of a Right of Occupancy in respect of the land at within theTARANGIRE.....NATIONAL.....PARK..... (hereinafter called "The Park").
- 1.4 The LEASEE has represented to LESSOR its willingness and ability to construct, establish and operate a tourist Hotel/Lodge/Tented Camp within the Park
- 1.5 LESSOR has recommended the suitability of the Hotel/Lodge/Tented Camp at the site.

NOW THEREFORE, it is hereby agreed by and between the parties hereto as follows: -

2. THE LEASE of the Right of Occupancy to be issued by LESSOR to the LEASEE in respect of the land at..... (hereinafter called "The Area") referred to in this Agreement and delineated on the plan annexed hereto, shall be on the following terms and conditions:

- 2.1 The LEASE shall be for a term of~~33~~..... years commencing upon the25TH..... day ofJULY..... 1990..... and ending on the24TH..... day ofJULY..... -19..2023 The LEASE may, however, be renewed for a term of~~33~~..... years, subject to the LEASEE giving to LESSOR six months notice before the expiry of the subsisting term.
- 2.2 The building and structures to be erected on the Area by the LEASEE shall be in accordance with the building conditions of the LEASED Right of Occupancy and shall contain a maximum of40..... Rooms (Beds).
- 2.3 Before embarking on the construction work the LEASEE shall :-

- 2.3.1 Submit to the Director of LESSOR, the name of a registered and competent contractor and sub-contractors to undertake the construction and the size of the workforce anticipated to take part in the construction work.
 - 2.3.2 The design and layouts of the Hotel/Lodge/Tented Camp will have to be produced after a competent Architect has visited the selected and agreed site, so as to come up with designs of layouts which will conform to the surroundings.
 - 2.3.3 Submit to the Director of LESSOR, a timework chart of the construction work.
 - 2.3.4 Liaise with the Director of LESSOR or his duly appointed representative in the Park to select a site for erecting temporary quarters for the contractors and the landing of building materials.
 - 2.3.5 Construct an access road leading to the construction site. PROVIDED that the layout and design of the said access road and its net work, if any, shall be built with the consultation, supervision and direction of the Warden Incharge.
- 2.4 In the course of construction of the building and/or structures the LEASEE shall observe the following further conditions:-
- 2.4.1 That the Warden Incharge shall direct the LEASEE or its agents to the sites from which to collect building materials, eg. sand, stones, etc. and will also determine the price payable by the LEASEE or its agents to LESSOR for the said building materials.
 - 2.4.2 That ferrying of building materials from one place to another in the Park shall be done only during the day time.
 - 2.4.3 That the Warden Incharge to be consulted on the best methods to employ in providing social services and other requirements to the employees of the LEASEE, including their security.
 - 2.4.4 That the Engineer of the Tanzania National Parks is to be invited to attend and participate in meetings to be held by the LEASEE with Surveyors, Architects and Contractors on matters pertaining to the construction work.

- 2.5 The LEASEE shall within a period of twelve months of the execution of this Agreement, commence construction of suitable building or buildings and other structures on the land hereby demised according to and in conformity with the map or plans hereto annexed which have already been sanctioned by the LESSOR so that such buildings and structures are completed and ready for use for the purposes hereinafter mentioned within a period of 4 (four) years from date hereof.

Without prejudice to the generality of the foregoing the LEASEE shall abide by the following conditions pertaining to the Design and layout of the Hotel/Lodge/Tented Camp.

- 2.5.1 The design and layouts of the Lodge should be submitted in writing to the Director of the LESSOR for scrutiny and subsequent approval before commencement of the construction work.
- 2.5.2 The Lodge will have to be as unobtrusive as possible.
- 2.5.3 That high degree of conscientious/imaginative care will have to be taken and exercised so as to make it blend into the landscape through proper external design and use of suitable blending construction materials.
- 2.5.4 Due attention will have to be paid in giving the design to be as an African idiom as possible both from external and internal outlook.
- 2.5.5 That it should be designed to convey some measures of feeling and touch of being in a Park or a safari tour.
- 2.5.6 That it will have to be designed so as to have its own distinctive character which will set it apart in the visitors' minds from other Lodges on the tourist circuit.
- 2.5.7 In addition to the above aesthetic qualities and considerations, the design will have to meet the purely functional requirement of a Lodge.

2.5.8 The LEASEE shall ascertain the availability of adequate and suitable drinking water before construction work begins in order to ensure the Hotel/Lodge/Tented Camp, upon completion, is constantly supplied with water.

PROVIDED that water for the Hotel/Lodge/Tented Camp shall not be drawn from natural streams unless the LEASEE after consultation with the Warden Incharge is satisfied that the animals will be left with constant supply of drinking water.

2.5.9 For purpose of not defacing the surroundings and minimizing accidents to animals, no overhead electric cables will be allowed. All sewage system will be underground and no allowance for leakage will be expected.

For proper waste products disposal and treatment, installation of incinerators will be obligatory.

2.6 The LEASEE shall demarcate boundaries of the Area to the satisfaction of LESSOR by using pins, but shall not, in the process unreasonably clear or destroy vegetation.

2.7 The LEASEE shall sink wells and lay pipes and renew and maintain those wells and pipes and ensure supplies of water, drainage sewerage and such other facilities on the Area.

2.8 The LEASEE shall make reasonable contribution towards the construction of game viewing tracks whose maintenance shall be the responsibility of LESSOR.

3. After completion of the building or buildings and structures aforementioned, the parties hereto agree to be bound by the following terms:-

3.1 The LEASEE shall have right to carry on or procure to be carried on the Area the business of Hoteliers and such other business ancillary thereto that may be deemed necessary for the smooth operation and management of the business of Hoteliers.

3.2 The LEASEE, its employees, servants, agents and licences shall have the right of way over and along all roads within the Park subject to compliance with the provisions of the National Parks Ordinance and the Regulations made thereunder.

- 3.3 The LEASEE shall have the right to establish and maintain a specified number of vehicles and/or boats in the Area that is necessary for the LEASEE's performance of its day to day administrative functions. .
PROVIDED that the LEASEE shall not operate within the park vehicles whose weight and/or capacity is in excess of that approved by LESSOR.
- 3.4 The Park landing strip will be available to the LEASEE and its clients provided that statutory landing fees may be charged at any time and shall be collected by Park's staff (and LEASEE on behalf of the Warden for those landing strips away from the Headquarters) and further PROVIDED THAT the National Parks shall not be liable for any loss or damage to any aircraft on the said landing strip.
- 3.5 The LEASEE shall be allowed to make camp-fires through written authority from the Warden Incharge, within the premises for the purposes of barbeque, PROVIDED THAT the LEASEE shall be responsible for the control of such fires and shall be liable for any damage that may be caused as a result of such fires getting out of control.
- 3.6 The LEASEE shall pay to LESSOR a monthly rent of 10% on the room rate (based on the number of rooms sold) during the subsistence of the Sub-lease which shall become due and payable at the expiry of a six months grace period, commencing upon completion of the Hotel/Lodge/Tented Camp. LESSOR may, however, revise the rent after every 10 (ten) years but shall not do so unless such intention shall have been communicated to the LEASEE at least three months preceding such revision.
- 3.7 It is further agreed that the LEASEE shall:
- 3.7.1 not carry on in the said Area any business other than those specified in clause (3.1) of this agreement without written consent of LESSOR.
 - 3.7.2 keep the Area and all buildings and structures thereon in good state of repair and restore any damage thereto.
 - 3.7.3 pay bill for water, electricity, sanitary and conservancy charges in connection with the demised Area if the same are supplied by LESSOR.

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- 3.7.4 issue passes to all its employees in such form as shall be approved by LESSOR and to instruct its employees to carry such passes at all times.
- 3.7.5 use to its best endeavours to ensure that visitors and employees do not leave the Area otherwise than in a motor vehicle except as may be necessary to enable the LEASEE's servants, employees and others perform their normal duties.
- 3.7.6 provide accommodation to visitors to the park in the order in which bona fide bookings are received by the LEASEE.
- 3.7.7 make available for inspection by the Director of LESSOR or persons authorized by him in writing; Registers of Bookings, at all reasonable times.
- 3.7.8 not carry on at the Area business involving by products of wildlife
- 3.7.9 not permit camping activities within the Area.
- 3.7.10 guard against discrimination of whatever form be it racial, sexual or religious.
- 3.7.11 not make any press release relating to the National Parks without written consent of LESSOR.
- 3.7.12 permit LESSOR to display at the Hotel/Lodge/Tented Camp informative or educative material and/or literature for the benefit of visitors.
- 3.7.13 charge special but fair rates for the accommodation of LESSOR's Board Members, Senior Officers and Park Officials whenever they are at the Hotel/Lodge/Tented Camp on official duties.
PROVIDED that in fixing such rates the LEASEE shall have regard to the number of such officers at any one given moment, duration of their stay and the frequency of such officers' presence at the Hotel/Lodge/Tented Camp.
- 3.7.14 be required to avail a strong room/armoury for the purposes of safe keeping any firearms which might have been carried by a visitor as well as those firearms meant for the security of the Hotel/Lodge/Tented Camp. Firearms or any weapons of precision shall not be carried by any visitor or employee of the LEASEE whether on the way to and from the Hotel/Lodge/Tented Camp or within the conditions of a special permit issued in that behalf.

PROVIDED THAT any transient visitor in possession of firearms or other weapons of precision shall deposit the same immediately with either the Warden or Hotel/Lodge/Tented Camp Manager for the safe custody until such time as the visitor departs from the park.

- 3.7.15 employees of the LEASEE living in the Hotel/Lodge/Tented Camp and other employees shall not be required to pay entrance fees, but any servants accompanying visitors shall be liable to pay entrance fees. Staff relatives will be required to acquire free entry permits within 24 hours, failure to which they will be liable for payment.
- 3.7.16 require its employees who come in contact with the public to wear uniform by which they may be identified and distinguished as the employees of the said LEASEE.
- 3.7.17 endeavour, to his utmost ability, to submit staff list of his/her employees to the Warden Incharge after every six months including size of their families.
- 3.7.18 carry such insurances against losses by public liability and employee liability and other hazards as is customary among operators of similar businesses under comparable circumstances.
- 3.7.19 be required to ensure for the provision of social facilities to the employees, including fully stocked shop, meat (whose carcasses will either have to come from outside the park or be allowed by written authority of the Warden Incharge to bring in live animals for purposes of slaughtering, which will have to be confined to the area and kept for not more than seven days before slaughtering and NOT meant for breeding purposes).
- 3.7.20 in order to maintain high standards of the Hotel/Lodge/Tented Camp, both the Management and Chef must have the required professional training background in hotel Management and food and beverage administration.
- 3.7.21 Not allow and encourage Jazz and dances except for traditional dances.
- 3.7.22 for purposes of cooking (food preparation) use of fuel wood will not be allowed except campfire on written approval by the Warden Incharge.

3.7.23 be required to make and maintain firebreaks around the Hotel/Lodge/Tented Camp as may be approved by the Warden Incharge and ensure for proper installation and maintenance of fire extinguishers.

3.7.24 permit LESSOR its duly authorized agents at all reasonable times and after notice in that respect to enter upon the Area for the purpose of ensuring compliance with Regulations made from time to time under the National Parks Ordinance and conditions of the Agreement.

3.7.25 do all within its power through its employees both independently of and at the request of the Director or Warden (as defined in the National Parks Regulations) to prevent and/or suppress fire within the Area and to assist and use its best endeavours in the rescue and preservation of lives and properties in such emergencies as may arise within a radius of three miles from the buildings and structures.

4. LESSOR further covenants with the LEASEE:-

4.1 To maintain all established roads and bridges within the Park and improve such roads and bridges as far as possible to such standards as shall appear reasonable regard being had to the promotion of the tourist industry and the financial resources of LESSOR.

4.2 Not to permit the construction of any other Hotel/Lodge/Tented Camp other than that of the LEASEE herein named within a radius of .15. kilometers from the said Hotel/Lodge/Tented Camp.

PROVIDED that this shall not be construed as prohibiting LESSOR from offering any service to the visitors which (service) the LEASEE may not provide by operation of any law, Regulations or by reason of any term of this agreement.

5. PROVIDE ALWAYS and it is hereby agreed:-

5.1 That the buildings and structures to be erected shall remain the property of the LEASEE during the term of sublease hereby created and for such period of renewal as may be extended.

- 5.2 That upon determination of this agreement for reasons than breach the LEASEE shall be entitled to full and fair compensation for unexhausted improvements on the Area.
- 5.3 That LESSOR may determine this Agreement and the LEASEE shall not be entitled to compensation in the event of continued breach of any condition relating to the period of construction and/or design and layout of the Hotel/Lodge/Tented Camp.

PROVIDED further that LESSOR shall not determine the Agreement under this clause unless the breach shall have been brought to the attention of the LEASEE in writing and the latter shall have refused or neglected to remedy the same.

- 5.4 That the Client shall employ reasonable diligence to ensure compliance by its agents, employees and any other persons who may lawfully come under its control with the provisions of the National Parks Ordinance and Regulations made thereunder as they may, from time to time, be amended.
- 5.5 That the LEASEE shall not disclaim liability to pay damages to LESSOR for breach of any condition of this agreement arising out of State intervention due to the LEASEE's failure or neglect to abide by the provisions of any law, from the time being in force in Tanzania, which requires the LEASEE to do or abstain from doing any act.

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

LESSOR

Sealed with the common seal of the Trustees of the Tanzania National Parks and delivered in our presence this 26th day of July 1990

Signature [Handwritten Signature]
Address P.O. Box 3134 Arusha
Qualifications TRUSTEE

Signature [Handwritten Signature]
Address TANZANIA HQ P.O. Box 3134 ARUSHA
Qualifications DIRECTOR TANZANIA NATIONAL PARKS

LEASEE

Sealed with the common seal of the said Ker and Downey Safaris (Tanzania) Ltd. and DELIVERED in the presence of us this 7th day of NOVEMBER 1990

Signature [Handwritten Signature]
Address KER & DOWNEY SAFARIS (T) LTD Box 2782 ARUSHA
Qualifications MANAGING DIRECTOR

Signature [Handwritten Signature]
Address Ker & Downey Safaris (T) Ltd. P.O. Box 2782 ARUSHA
Qualifications GENERAL MANAGER



THE UNITED REPUBLIC OF TANZANIA

BUSINESS LICENCE

B.L. No: 20000039742

The Business Licensing Act No. 25 of 1972 (R.E. 2002)

1. Issuing Office: **BUSINESS REGISTRATIONS AND LICENSING AGENCY**
2. Tax Identification No: **100-173-417**
3. License Issued to: **Abercrombie and Kent T Ltd T/A Sanctuary retreat Kusini
Luxury for the Business of: Tented Camp**
4. Business Location
Region: **Simiyu**
District: **Meatu District Council**
Ward: **Nkoma**
Street: **South Serengeti**
5. Principal / Branch: **Branch, Principal License No: 46947**
6. Amount of fee paid: **TZS 136000** Receipt No: **4893915** on: **24/11/2022**
7. New/ Renewal of Licence No: Dated:
8. Date of Issue: **25/11/2022** Expiring Date: **25/11/2023**



This digital copy does not require a signature authority

NOTE - This licence must be kept in a conspicuous position at the place of business. Any change in the particulars originally registered must be notified to the Licence Issuer.



THE UNITED REPUBLIC OF TANZANIA
MINISTRY OF NATURAL RESOURCES AND TOURISM
TOURISM DIVISION

LICENSE TO CARRY ON THE BUSINESS OF
Accommodation Facility

Tourism Act No.11, 2008

License No: 012405

1.(a) License is hereby granted to: **ABERCROMBIE & KENT (T) LIMITED**

To carry on the business of Tourism Class C

Established under the business name of: **SANCTUARY RETREAT KUSINI LUXURY CAMP-SERENGETI**

Located at: **SIMIYU**

2. Specific nature of tourism business to be operated: **Tented Camp Unclassified - Inside Attraction Area**

3.(a) Date of Issue	2022-12-29 08:38:20	(b) Date of Expiry	2023-12-31 23:00:00
4. Fee Paid (USD)	5000.00	Control Number	994510030859



Signed -----
Director of Tourism
Tanzania Tourism Licensing Board

AN ADDENDUM TO THE LEASE AGREEMENT

This ADDENDUM is made this20th.....day ofNov.....2017

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 LESSOR**") of Postal Office Box Number 3134, Arusha on the one part;

AND

M/S ABERCROMBIE AND KENT (TANZANIA) 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 LESSEE**") of Postal Office Box Number 427, Arusha, of the other part.

TO

The Agreement made on 25th day of January 1992 between the parties hereto, which confers rights and imposes duties to the parties hereto, in relation to construction and management of a lodge at **KUSINI** Area- Serengeti National Park (hereinafter to be referred as "**the Agreement**").

1. Clause 3.6 is deleted and replaced with the following;

- (i) The LESSEE shall pay to the LESSOR 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.
- (ii) Payment of fixed rates concession fee shall be upfront at the Park's entry points. It shall be an obligation of the LESSEE to make a prior arrangement for the upfront payment of the fixed rate concession fees at the entry points. Provided that the LESSEE 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 LESSOR shall give the



LESSEE 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. New clause 6 is introduced, which reads;

**6. THE RIGHT OF LESSEE TO CREATE COLLATERAL OVER THE HOTEL/
LODGE/TENTED CAMP**

6.1 The LESSOR agrees that the ~~hotel/lodge/tented~~ camp shall be the property of the LESSEE and the LESSEE acknowledges that the Site upon which the ~~hotel/lodge/tented~~ camp is constructed is located within a national park which is reserved conservation land in respect of which no certificate of title may be issued and thus no legal mortgage charge may be created in favour of any creditor over the assets of the LESSEE including the buildings constituting the ~~hotel/lodge/tented~~ camp

6.2 The LESSEE may, with the prior consent of the LESSOR (which consent shall not be unreasonably withheld and in any case be given within 14 days), create a debenture charge in favour of a creditor over all its assets including the buildings constituting the ~~hotel/lodge/tented~~ camp for the purposes of financing: Provided that a debenture charge may be specific to specified assets including revenue collection or other receivables or cover all the assets of the LESSEE whether movable or immovable.

6.3 In the event that the LESSEE defaults on a loan against which its assets have been charged in favour of a creditor, such creditor shall have the right, to appoint a receiver/manager to sell the ~~hotel/lodge/tented~~ camp including other assets of the LESSEE in order to pay for the outstanding loan amount: Provided that such receiver/manager shall have the power to manage the ~~hotel/lodge/tented~~ camp if he deems it prudent providing that such management shall not increase the overall debt of the ~~hotel/lodge/tented~~ camp The debenture instrument to be used shall have the usual powers, rights and obligations conferred or imposed upon a receiver/manager but shall take into account the unique restrictions that LESSEEs in the national parks face regarding the sale of their ~~hotel/lodge/tented~~ camp and transfer of license Agreements.

6.4 The creditor and the receiver/manager shall cooperate closely with the LESSOR by providing adequate and necessary information regarding

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potential buyers of the ~~hotel/lodge~~/tented camp in order for the LESSOR to assess the suitability of the new buyer.

6.5 For the avoidance of any doubt, a buyer acceptable by the LESSOR shall have the experience of constructing/erecting a ~~hotel/lodge~~/tented camp the technical and financial capacity, good environmental track record and good corporate standing. In addition, the rights and obligations in this Agreement shall be assigned to the buyer.

3. New clause 7 is introduced, which reads;

7. ENTRY FEES, EMPLOYMENT, INSURANCE AND SOCIAL FACILITIES

7.1 The Licensee shall pay annual fee for its directors and executive staff at the prevailing rate provided that the number of annual permits shall not exceed fifteen. It is further agreed that the Licensee shall:

7.1.1 submit to the LICENSOR names and designations of the Directors and Executive staff;

7.1.2 apply to the LICENSOR for waiver of entry fees for contractors and consultants engaged by it to construct/erect/refurbish/maintain the hotel/lodge/tented camp, which waiver shall not be unreasonably withheld;

7.1.3 be exempt from paying entrance fees for her employees working in the hotel/ lodge/tented camp including members of their families namely their spouses up to four children not exceeding 18 years of age, but any non-family accompanying visitors shall be liable to pay entrance fees;

7.1.4 without prejudice to the requirements of any written law, use its best endeavours to give preference to Tanzanians in any capacity for which they are suited and have necessary qualifications;

7.1.5 require its employees who come in contact with the public to wear uniform by which they may be identified and distinguished as its employees;

7.1.6 submit a staff list of its employees working in the hotel/lodge/tented camp to the Warden- In-Charge after every six (6) months including names of family members as specified in this Agreement;

The image shows two handwritten signatures and a set of initials. The signature on the left is a simple horizontal line with a small loop at the end. The signature in the middle is a large, stylized, circular scribble. The signature on the right is a more complex, cursive-style signature. Below these signatures are the initials 'b' and 'Kyer'.

7.1.7 carry public liability insurance of no less than two Million United States Dollars(USD.2,000,000.00) and provide the LICENSOR with certified copy of the policy. The Licensee shall ensure that the premium for such insurance are paid in time and copies thereof made available to the LICENSOR such that at all material times, the insurance policy is in force;

7.1.8 ensure the provision of social facilities to the employees, such as fully stocked shops, including, fish and/or meat: Provided that where meat is to be provided, the carcasses shall come from outside the national park , otherwise the Warden -In-Charge may, on application, permit Licensee to bring in live animals for purposes of slaughtering for meat which live animal shall not be kept for more than seven (7) days before slaughtering;

4. New clause 8 is introduced, which reads;

8. MOST FAVOURED INVESTOR TREATMENT

With an exception of the concession fees clause;

8.1 The LESSOR undertakes that the terms and conditions provided herein shall be *mutatis mutandis* applicable to every other investor whether existing or new.

8.2 The LESSOR shall not treat the LESSEE or any assignee less favourably than the rest of the LESSEEs.

8.3 The parties agree that any treatment given to any other LESSEE by the LESSOR, which is more favourable or preferable than terms offered to others, such treatment shall be automatically applicable to all LESSEEs.

5. 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.

6. 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 LESSOR

Sealed with the Common Seal of the
Trustees of the Tanzania National Parks
and delivered in our presence
this 4th day of July 2018

Full Name: GENERAL GEORGE M. WAITARA (Refd)

Signature: *George Waitara*

Address: P.O. BOX 3134
ARUSHA

Qualification: BOARD CHAIRMAN

Full Name: ALLAN J. H. KHAZI

Signature: *Allan J. H. Khazi*

Address: P.O. BOX 3134
ARUSHA

Qualification: DIRECTOR GENERAL

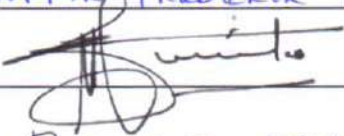
THE LESSEE

Sealed with the Common Seal of **M/S**
Abercrombie and Kent (Tanzania) Ltd and
delivered in our presence this 20th day
of Nov. 2017

[Signature]
[Signature]

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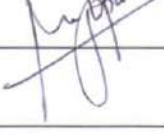
Full Name: HENDRIK FREDERIK PRINSLOO

Signature: 

Address: P.O. Box 427, NJIRO
ARUSHA

Qualification: Managing Director

Full Name: RAJAPPAN VENU GOPAL

Signature: 

Address: P.O. Box 427, NJIRO
ARUSHA

Qualification: Director



