



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 vertical tick 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, the number '3' is printed.

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 image shows three handwritten signatures in black ink. The first signature on the left is a simple horizontal line with a vertical tick at the end. The middle signature is a large, complex, circular scribble. The signature on the right is a more structured, angular scribble.

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

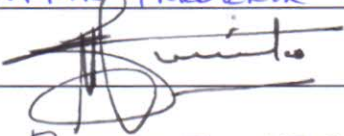
THE LESSEE

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] 5

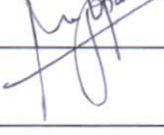
Full Name: HENDRIK FREDERIK PRINSLOO

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

