

Dated 16th day of September, 2024

LEASE AGREEMENT

BETWEEN

**THE NGORONGORO CONSERVATION AREA AUTHORITY
(NCAA)**

AND

GRUMETI EXPEDITIONS TZ LTD

**IN RELATION TO ESTABLISHMENT AND OPERATION OF LEMALA
NGORONGORO LODGE AT VILIMA VIWILI SITE WITHIN NGORONGORO
CONSERVATION AREA, NGORONGORO DISTRICT IN ARUSHA REGION,
TANZANIA**

This **LEASE AGREEMENT** (hereinafter referred to as the "**AGREEMENT**") is made this 10th day of September, 2024.

BETWEEN

THE NGORONGORO CONSERVATION AREA AUTHORITY (NCAA), a body corporate established under the Ngorongoro Conservation Area Act, Cap. 284 of the laws of Tanzania, of Post Office Box 1, Ngorongoro Crater, Arusha, Tanzania (hereinafter referred to as "the **LESSOR**") which expression shall, where the context so admits include the Company's successors and assigns of the one part;

AND

The **GRUMETI EXPEDITIONS TZ LTD** a private company incorporated and existing under Companies Act, Cap 212 of the Laws of Tanzania, of Post Office Box 14529, Arusha, Tanzania (hereinafter referred to as "**LESSEE**") which expression shall, where the context so admits include the Company's successors and assigns in Tanzania, of the other part;

The **LESSOR** and **LESSEE** (hereinafter shall collectively referred to as the "**PARTIES**" and individually as the "**PARTY**").

RECITALS:

- A. WHEREAS**, the **LESSOR** is, subject to the Ngorongoro Conservation Area Act, the legal owner of **Vilima Viwili Site** with coordinates **36UTM (758771,9645763)** (hereinafter referred to as the "**Site**");
- B. WHEREAS**, the **LESSOR** is empowered in terms of the Ngorongoro Conservation Area Act, to enter into any contract and other transactions which may be necessary or expedient for the performance of its functions;



C. WHEREAS, the **LESSOR** in exercising its mandate to control and manage the Conservation Area has the powers to prohibit, restrict the construction or extension of buildings of works or their settings and generally to oversee the land use activities within Ngorongoro Conservation Area; and

D. WHEREAS, the Parties herein have agreed to enter into a Lease Agreement for establishment and operation of the Lemala Ngorongoro Lodge which will have capacity of twenty (20) accommodation units of two (2) guest beds each, totaling forty (40) guest beds and other facilities including bulk stores, scullery, laundry, staff toilets, generator room, fuel and battery store, gas store, undercover vehicle parking, workshop, water and waste facilities, staff and driver/guide accommodation at Vilima Viwili site on a 10 acre plot whose coordinates are 36UTM (758771,9645763).

NOW THEREFORE, this Lease Agreement witnesseth as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

In this Agreement it is agreed that unless the subject or context requires otherwise the words in this agreement shall have the following meaning:

1.1 Definitions

- 1.1.1 **Agreement** shall mean this Lease Agreement;
- 1.1.2 **Commencement Date** shall mean the date when the last Party signs this Agreement.
- 1.1.3 **Conditional Precedent** shall mean any term or condition which shall be required to be fulfilled before signing of this Agreement.
- 1.1.4 **Conservation Area** shall mean the entire area of the Ngorongoro Conservation Area.
- 1.1.5 **Environmental Audit,** shall subscribe to the meaning provided by the relevant laws and regulations of Tanzania.



1.1.6 Party shall mean a Party to this Agreement.

1.1.7 Property shall mean entire area under this Lease Agreement together with the permanent fixtures on the area.

1.1.8 Technical Proposal shall mean a detailed project design document which includes architectural and other technical drawings, business plan, financial estimates and investment plan.

1.1.9 Construction period shall mean eighteen (18) months from Commencement Date.

1.1.10 Schedules shall mean the Technical Proposal, Business plan, Schedule of materials and project implementation plan.

1.2 Interpretation

1.2.1 The singular includes the plural and *vice versa*:

1.2.2 Any written law includes that law as amended or re-enacted together with all regulations and rules as Gazetted from time to time.

1.2.3 Any party includes that party's personal representatives, heirs, assigns and/or successors.

1.2.4 Reference to any gender includes each other gender.

ARTICLE 2

RECITALS, SCHEDULES AND THIS AGREEMENT

2.1 The recitals and schedules shall be deemed to form part of this Agreement.

2.2 This Agreement confers rights and impose duties to the Parties herein, in relation to matters of establishment, maintenance and operation of the Property.

A

A *OK*

**ARTICLE 3
COMMENCEMENT AND DURATION**

- 3.1 The **LESSOR** grants the **LESSEE** a permit to construct, maintain and operate the Property in the form delineated on the approved and executed technical proposal.
- 3.2 This Agreement shall be valid for a period of **Thirty-three (33) years** commencing on the day of.....**2024** ("the **Commencement Date**").

**ARTICLE 4
FEE PAYABLE**

- 4.1 The **LESSEE** shall pay to the **LESSOR** a concession fee per head on half board or full board income (excluding VAT and other taxes) as per prevailing laws, rules and regulations.
- 4.2 Notwithstanding the provisions of clause 4.1, in the event of any amendments to the governing laws, regulations or rules, the **LESSEE** shall be required to pay the concession fee in accordance with the amount specified in such laws.
- 4.3 The **LESSEE** shall pay to the **LESSOR** the Commitment Fee of United Dollar fifty thousand (USD 50,000) payable once in the term of this Agreement. Payment of the said Commitment Fee shall be a conditional precedent.
- 4.4 The **LESSEE** shall pay to the **LESSOR** any other relevant fee payable as per prevailing laws, regulations or rules.

**ARTICLE 5
PERFORMANCE SECURITY AND ENVIRONMENTAL RESTORATION BOND**

- 5.1 The **LESSEE** shall submit a performance security bond of three percent (3%) of the development cost equivalent to USD.243,000 within a period of three (3) months from Commencement Date and the bond shall be limited to the period of construction.
- 5.2 The performance security bond shall be liable to forfeiture by the **LESSOR** where the **LESSEE** fails to perform this Agreement, absconds or abandons the Property.
- 5.3 The performance security bond plus the interest accrued, shall otherwise revert back to the **LESSEE** upon complete performance of this Agreement.



- 5.4 The **LESSEE** shall deposit an environmental restoration bond of two percent (2%) of the development cost equivalent to USD.162,000 within a period of three (3) months from Commencement Date to guarantee the restoration of environment degradation.
- 5.5 The environmental restoration bond shall be liable to forfeiture by the **LESSOR** where the **LESSEE** either pollutes or destructs the environment within the Conservation Area and fails to restore the damage caused.
- 5.6 The environmental restoration bond plus the interest accrued shall otherwise revert back to the **LESSEE** upon the expiry of the Agreement.

ARTICLE 6 LESSOR'S RIGHTS AND OBLIGATIONS

- 6.1 The **LESSOR** shall have the following rights under this Agreement;
- 6.1.1 To be paid concession fee and any other relevant fee.
 - 6.1.2 To enter and inspect the property upon giving a prior 24 hours' notice to the **LESSEE**.
- 6.2 The **LESSOR** shall have the following obligations under this Agreement; -
- 6.2.1 To demarcate boundaries of the leased Property by providing coordinates to the **LESSEE** or by using pins and/or other related tools;
 - 6.2.2 To enter upon the Property for the purpose of ensuring compliance with governing laws, regulations, rules as well as the conditions set forth in this Agreement upon giving to the **LESSEE** at least a twenty-four (24) hours' notice;
 - 6.2.3 To afford the **LESSEE** peaceful and quiet enjoyment of the Property on the entire term of this Lease Agreement;
 - 6.2.4 To maintain all established roads and bridges within the Conservation Area and improve such roads and bridges as far as possible to such standards as shall appear reasonable with regard to the promotion of the Tourism Industry and as far as financial resources of the **LESSOR** permit; and
 - 6.2.5 To issue passes to **LESSEE's** employees in such form as may be approved by the **LESSOR** and to instruct its employees to carry such passes with them at all times.

ARTICLE 7
LESSEE'S RIGHTS AND OBLIGATIONS

- 7.1 The **LESSEE** shall have the following rights under this Agreement; -
- 7.1.1 To enjoy quiet and peaceful possession of the leased property;
 - 7.1.2 To be notified at all times by the **LESSOR** or its officers to enter the property for the purpose of ensuring compliance with governing laws, regulations, rules as well as the conditions of this Agreement;
 - 7.1.3 To have access to all established roads, airstrips and bridges within the Conservation Area in the course of undertaking business and in accordance with the prevailing laws;
 - 7.1.4 To carry on the Property, the business of hoteliers, camping, photography, creating a cultural Centre, cultural education, information on culture and traditions, deal with curios, artifacts, memorabilia or other related activities in accordance with the regulations and rules of the Ngorongoro Conservation Area;
 - 7.1.5 Not to carry within the Property any business other than those specified in this Agreement without prior written permission from the **LESSOR**;
 - 7.1.6 Not to permit camping activities within the Property without prior approval of the **LESSOR**;
 - 7.1.7 Not to allow seasonal facilities to be operated in the Property;
 - 7.1.8 To maintain a specified number of suitable and well-maintained motor vehicles such as lorries, safari vehicles and/or boats in the Property that are necessary for the **LESSEE's** conduct of its business: provided that the **LESSEE** shall not operate within the Conservation Area any vehicle whose weight and/or capacity is in excess of that is approved by the **LESSOR**;
 - 7.1.9 To be issued with a free entry permit to all its employee in such form as may be approved by the **LESSOR**; Provided that servants accompanying visitors shall be liable to pay entrance fees;
- 7.2 The **LESSEE** shall have the following obligations under this Agreement;
- 7.2.1 To ensure that the technical proposal of the Property is submitted to the **LESSOR** for scrutiny and subsequent approval before commencement of the construction of the Property and operation of the business;





- 7.2.2 To submit to the **LESSOR**, before any commencement of work, the name of a competent contractor to undertake construction, indicating the size of the workforce anticipated for the work;
- 7.2.3 To conduct periodic Environmental Audits, including identifying and commissioning an expert to undertake the same and facilitate monitoring by relevant authorities after construction of the property during operational of the contract;
- 7.2.4 To pay the Concession Fees and other payments under this Agreement and the relevant governing laws;
- 7.2.5 To ensure the implementation of the investment plan approved by the **LESSOR** throughout the tenure of this Agreement.
- 7.2.6 To ensure that the Property is continuously maintained in good state of repair and restore any damage thereto.
- 7.2.7 To obtain all necessary approvals and permits immediately after executing this Agreement and commence construction on the Property in accordance with the approved and mutually agreed architectural and other technical drawings.
- 7.2.8 To ensure that the construction of the Property is completed within eighteen (18) months from the Commencement Date;
- 7.2.9 To ensure the Property is used for purposes consistent with Ngorongoro Conservation Area Authority activities.
- 7.2.10 To ensure that the Property is artistically appropriate and, as much as possible, blends with the surroundings and the Ngorongoro Conservation Area ecosystem.
- 7.2.11 To exercise a high degree of conscientious and imaginative care in the construction, refurbishment and or renovation including the use of suitable blending construction materials and ensure that the African quality of the property comes out of its construction, finishing and furnishing.
- 7.2.12 To ensure that the construction, refurbishment and or renovation work is carried out only between 8.00am to 6.00pm.
- 7.2.13 To ensure that the ferrying of building materials from one place to another in the Conservation Area is done only during day time i. e from 8.00am to 6.00pm.

- 7.2.14 To design the Property in the manner that makes it distinct in its own character thus setting it apart in visitors' minds from other lodges in Tanzania's Northern Tourist Circuit.
- 7.2.15 To ascertain the availability of adequate and sanitary drinking water to ensure the property is constantly supplied with water provided that water for the property shall not be drawn from natural springs unless the prior written approval of the **LESSOR** is sought.
- 7.2.16 To avoid defacing of the surroundings and minimize accidents to wildlife and shall not install overhead electric cables or fences.
- 7.2.17 To lay all sewage systems underground and make sure that the sewage system does not allow leakages and seepages;
- 7.2.18 To establish environmentally appropriate waste disposal, treatment facilities and install incinerators.
- 7.2.19 To lay, renew and maintain water pipes to ensure supplies of water, appropriatedrainage, sewerage or other facilities in the property.
- 7.2.20 To employ high quality management Company/personnel and ensure the provision of a commensurate high-quality service in the Property.
- 7.2.21 To undertake and secure all the required funds and resources to ensure that the Property is constructed, refurbished, renovated and profitably operated on agreed standards and plans;
- 7.2.22 To pay electricity bills of the Property, keep sanitary and conservancy charges in connection with the Property;
- 7.2.23 To use its best endeavor to ensure that visitors and employees do not leave the property otherwise than in motor vehicles except as may be necessary to LESSEE's employees, servants and others in the performance of their normal duties;
- 7.2.24 To permit the **LESSOR** or its duly authorized agents at all reasonable times upon giving the **LESSEE** at least twenty-four (24) hours' notices to enter upon the property for the purpose of ensuring compliance with governing laws, regulations, rules as well as the conditions of this Agreement.
- 7.2.25 Not to carry in the Conservation Area business involving by products of flora and/fauna;

- 7.2.26 To apply the best endeavors through its employees by provision of the necessary material resources and rescue operations both independently and at the request of the **LESSOR** to prevent or suppress fire within the Conservation Area and in such emergencies as may arise at any place within the Conservation Area;
- 7.2.27 Not to transfer, assign, pledge or make other disposition of this Agreement or any part thereof, or any of its rights, claims, or obligations under this Agreement except with the prior written consent from the **LESSOR** and upon payment of transfer fee equivalent to one percent (1%) of the investment capital;
- 7.2.28 To immediately deposit to the Conservation Commissioner for safe custody any firearm or weapon declared at the **LESSEE's** reception by a transient visitor until such time as the visitor departs from the Conservation Area;
- 7.2.29 To provide a strong room/Armoury for safe keeping of any firearms which might be in possession of any visitor including firearms meant for the security of the Property;
- 7.2.30 To establish and maintain bachelor quarters at the Property for employees; Provided that employees' families are strictly prohibited to live in the Conservation Area;
- 7.2.31 Not to use firewood for purposes of cooking and heating in the Property, except for campfires on written approval by the **LESSOR**;
- 7.2.32 To maintain firebreaks around the property as may be approved by the **LESSOR** and ensure proper installation and maintenance of fire extinguishers and other firefighting equipment;
- 7.2.33 To maintain all established feeder roads to the property and improve such roads as far as possible to such standards as shall appear reasonable with regards to the promotion of the Tourism Industry;
- 7.2.34 To ensure the property and employees are insured of all risks, including fire, explosion, civil strike, as well as earthquake, flood or other natural phenomenon, war risks and other similar hazards under a comprehensive policy issued by a reputable insurance company;
- 7.2.35 To deal with any claims by third parties for personal injury, loss, illness, death or damage to their property arising from its occupation and use of the Property and attributable to his acts or omissions or his servants or agents;

- 7.2.36 To employ reasonable diligence to ensure that none of its employees or visitors carries any firearms whether on the way to and from the property, except an employee or visitor specifically authorized in writing by the **LESSOR**;
- 7.2.37 To use its best endeavors to give due regard to and support to local community initiatives in its neighborhood;
- 7.2.38 To notify the LESSOR, with a prior thirty (30) days' notice in writing, of any change of its business name or management t of the lodge.
- 7.2.39 Not disturb or destroy any indigenous plant or tree growing within the Site without the permission of the **LESSOR** and to ensure that no vegetation from outside the Conservation Area is introduced into the Site or any other part of the Conservation Area. All timber used for construction, ornamental or other purposes should originate from outside the Conservation Area;
- 7.2.40 Not to carry on at the Site any business involving by-products of wildlife.
- 7.2.41 To comply with Laws of Tanzania against discrimination of whatever form.
- 7.2.42 Not to make any press releases or statements relating to the Conservation Area without the written consent of the **LESSOR**: Provided that this Clause does not apply to press releases or statements which form part of **LESSEE's** marketing program.
- 7.2.43 To keep Property throughout the term of this Agreement, both the interior and exterior of the in good and hospitable condition.
- 7.2.44 To undertake to ensure that members of staff are treated fairly at the workplace and further that reasonable arrangement shall be made to ensure the effective control and prevention of HIV/AIDS at the workplace.
- 7.2.45 Not to disturb or destroy any indigenous plant or tree growing within the Property without the permission of the **LESSOR** and to ensure that no vegetation from outside the conservation area is introduced into the Property or any other part of the Conservation Area.
- 7.2.46 Not to make any alterations to the structure of the Property without the **LESSOR's** consent in writing of **LESSEE's** plans and specifications.

6

Handwritten initials or marks at the bottom right corner.

- 7.2.47 Not to conduct or permit activities within the Property which may interfere with or seriously disturb wildlife, particularly wild animals or the conservation and security of the Conservation Area;
- 7.2.48 To maintain in their places, all beacons demarcating the boundaries of the Property and to cause to be re-established or replaced any such beacons, which may become displaced;
- 7.2.49 To ensure at all times that all the rivers, dams and other water bodies in and around the Property remain fresh and are not polluted or contaminated and further ensure that the general environment in and around the Property remain fresh and not polluted or contaminated and, further, uses its best endeavours to ensure that the general environment in and around the Property remains free from contamination, pollution or other adverse interference by solid, liquid waste effluent discharge or emission emanating from within the Property;
- 7.2.50 To ensure to its utmost ability to submit staff list of its employees to the **LESSOR** after every six months;
- 7.2.51 To employ reasonable diligence to ensure compliance by its agents, employees and other persons who may lawfully come under its control with the provision of the governing laws; and
- 7.2.52 Not to disclaim liability to pay damages to the **LESSOR** for breach of any condition of this Agreement arising out of state intervention due to the **LESSEE's** failure or neglect to abide by the provision of any law, from time to time in force in Tanzania which requires the **LESSEE** to do or abstain from doing any act.

ARTICLE 8

OWNERSHIP AND CREATION OF COLLATERAL OVER THE PROPERTY

- 8.1 The Parties agree that the building and structures erected on the Property shall remain in the possession of the **LESSEE** during the term of this Agreement and upon expiry or termination, the possession shall revert back to the **LESSOR** who is the owner.
- 8.2 Upon termination of this Agreement for reasons other than breach, the **LESSEE** shall be entitled to full and fair compensation for unexhausted improvement on the Property basing on the amount that is not recouped out of the investment done.
- 8.3 Where the **LESSEE** wishes to create a debenture charge in favor of a creditor over all or part of its movable assets in the Property for the purposes of financing the business, she shall issue to the **LESSOR** a prior 14 days' notice

attached with a loan note for consent and approval of which the consent shall not be unreasonably withheld by the **LESSOR**. Provided always that a debenture charge shall be specific to specified assets including revenue collection, other receivables or movable assets of the **LESSEE**.

- 8.4 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 movable Property, manage revenue collection and other receivables of the **LESSEE** in order to pay for the outstanding loan amount. Provided that the appointed receiver/manager shall have the power to manage the Property if he deems it prudent provided that such management shall not increase the overall debt of the business. 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 the **LESSEE** in the Conservation Area face regarding the sale of the Property and transfer of this Agreement.
- 8.5 The creditor and the receiver/manager shall cooperate closely with the **LESSOR** by providing adequate and necessary information regarding potential buyers of the debenture charge in order for the **LESSOR** to assess the suitability of the new buyer.
- 8.6 For the avoidance of any doubt, a buyer acceptable by the **LESSOR** shall have the experience of operating the business, 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.

ARTICLE 9 TERMINATION

- 9.1 The Parties have equal rights under this Agreement to the extent that either party may terminate this Agreement upon issuing to the other Party a prior Six (6) months' notice of the intention to terminate the Agreement.
- 9.2 Notwithstanding the provisions of Article 9.1, the **LESSOR** may terminate this Agreement on the following grounds: -
- 9.2.1 Failure by **LESSEE** to abide with the requirements under the Environmental Management Act, 2004 as may be amended from time to time.
- 9.2.2 In the event of a continued unresolved material breach for failure to adhere to the approved technical proposal relating construction of the Property and operation of the business; provided that the **LESSOR** has notified the **LESSEE** in writing of such breach and the **LESSEE** has refused or neglected to remedy the same in a period of 90 days;

- 9.2.3 Where the **LESSEE** has not completed the construction within a period of eighteen (18) months from the Commencement Date and the **LESSEE** shall not be entitled to compensation in lieu thereof;
- 9.2.4 The **LESSEE** conducts business within the Property other than the business for which this Agreement was granted despite repeated reminders to comply with the conditions of this Agreement;
- 9.2.5 The **LESSEE** is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- 9.2.6 For unlawful acts including but not limited to corrupt, misrepresentation, fraudulent, collusive and coercive practices.

ARTICLE 10 FORCE MAJEURE

- 10.1 Neither Party is liable to the other for defaults or delays in performing their obligations under this Agreement if such default or delays result from Force Majeure. For the purposes of this Agreement, "Force Majeure" means:
- 10.1.1 In event, circumstance or cause which is beyond the reasonable control of the party, and which prevent a Party to perform its obligation or party of its obligations under this agreement and includes, but is not limited to acts of God, Government act, war, acts of terrorism, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, pandemic, strikes or lockouts whenever and however occurring, provided that any such event occurs within or directly involves or affects Tanzania; and
- 10.1.2 any other unforeseen event over which the affected party has no control and which is of such a nature as to delay, curtail or prevent timely action by such Party;
- 10.2 "Force Majeure" shall not include;
- (i) Any event which is caused by the negligence or intentional action of a party or such party's consultants, contractors, subcontractor, agents or employees, or
 - (ii) Any event which a diligent party could reasonably have been expected to;
 - (a) Take into account at the time of the conclusion of this Agreement and
 - (b) Avoid or overcome in the carrying out of its obligations herein.



11.1.3 The draft of this Agreement shall be submitted to the Office of Attorney General for vetting, and this requirement shall be a conditional precedent;

11.2 The **LESSEE** represents and warrants as follows to the **LESSOR**, and acknowledges that the **LESSOR** is relying on such representations and warranties in entering into this Agreement that:

11.2.1 The **LESSEE** has good and sufficient power, authority to enter into this Agreement and complete the transactions;

11.2.2 The **LESSEE** is a company established under the laws of Tanzania and it is properly organized and is validly existing pursuant to the laws of Tanzania;

11.2.3 The **LESSEE** has expressed its willingness and the financial capability to construct the Property to the tune of United States Dollars (USD) 8,100,000 for the purpose of meeting the global hospitality standards;

11.2.4 The **LESSEE** has the experience and technical capability to manage and operate the business competitively and concomitant to the market demands;

11.2.5 There are no undisclosed actions, suits or proceedings in existence or to the best of the **LESSEE's** knowledge having made all diligent enquiries, any dispute which could lead to any actions against the **LESSEE** which shall encumber the assets of the **LESSEE** as to substantially and adversely affect the ability of the **LESSEE** to perform its obligations under this Agreement;

11.2.6 To the best of the **LESSEE's** knowledge there is no undisclosed charge or condition which may substantially and adversely affect the ability of the **LESSEE** to perform this Agreement or which could be presumed to have such effect; and

11.2.7 The execution and performance of this Agreement do not conflict with, and do not and will not result in a breach of its Memorandum and Articles of Association, by-laws or resolutions of the **LESSEE**, nor of any applicable law, regulation, rule or any agreement or obligation to which the **LESSEE** is party or by which the **LESSEE** is bound;



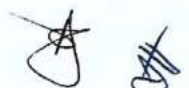


**ARTICLE 12
AMENDMENTS AND RENEWAL**

- 12.1 This Agreement may be amended, modified or varied at any time on the following conditions: -
- 12.1.1 mutual agreement of the Parties;
 - 12.1.2 change in policy; and
 - 12.1.3 operation of law
- 12.2 The Party that intends to initiate any amendment under Article 12.1.1 shall be required to issue a prior six months' notice to the other Party indicating reasons for such amendment (s); Provided that any amendments to this Agreement shall be in writing and executed in the same manner as in this Agreement.
- 12.3 This Agreement shall not be subject to automatic renewal, but it may be renewed upon its expiry subject to mutual agreement between the Parties and satisfactory compliance with the terms and conditions of this Agreement.
- 12.4 The **LESSOR** on application for renewal by the **LESSEE** which shall be made six months before the expiry of the subsisting Agreement, may consider renewal of the Agreement on the conditions that;
- 12.4.1 The **LESSEE** has successfully performed the Agreement including the execution of the investment plan;
 - 12.4.2 The renewal shall be subject to the laws of Tanzania;
 - 12.4.3 The Property's business has successfully performed relatively having occupancy rates above national average hotel occupancy rates; and
 - 12.4.4 The Property's business is innovated and competitively ranked as reported in consumer survey and lodge ratings

**ARTICLE 13
REVIEW**

The Parties agree that the terms and conditions in this Agreement may be reviewed after every 5 years upon issuance of a 30 days' notice.



ARTICLE 14 NOTICES

- 14.1 All notices, requests, consents, demands, waivers or other communications shall be in writing and shall be sent to the other party by hand delivery or registered mail or courier or scanned and sent electronically to the addresses set forth below:

For and on behalf of the LESSOR:

Conservation Commissioner,
Ngorongoro Conservation Area Authority,
Karatu District,
P.O Box 1 Ngorongoro Crater,
Email; cc@ncaa.go.tz
Tel: +255 272537006/19

Director,
Grumet Expeditions TZ Limited,
P. O. Box 14529,
Arusha, Tanzania
Email: finance@lemalacamp.com
Tel: +255 683 937 463/
+255 759 652 342
Website: www.lemalacamp.com

For and on behalf of the LESSEE:

- 14.2 Any communication shall be deemed to have been made (3) days after the date on which it was posted or sent and in proving service it shall be sufficient to prove that the communication was properly addressed and delivered or posted (and in the case of an email that the email was correctly transmitted) as the case maybe.
- 14.3 Any change in contact addresses shall be communicated in writing to the other Party within fourteen (14) working days of the said change.

ARTICLE 15 GOVERNING LAW

- 15.1 This agreement shall be governed by and construed in accordance with the laws of Tanzania.
- 15.2 Nothing in this Agreement shall purport to override any applicable mandatory legislation, enactment or regulation in place from time to time. For avoidance of doubt, this Agreement shall govern except where mandatory requirement of national law or regulation expressly conflict with the terms of this Agreement. Where national law and regulations are silent this agreement shall take precedence.



ARTICLE 16
DIPUTE SETTLEMENT

- 16.1 Any dispute relating to this Agreement or its subject matter, including dispute as to validity, performance, breach or termination, which cannot be settled by mutual agreement between the Parties, shall within sixty (60) days after failure to settle the dispute amicably be submitted to Tanzania Arbitration Centre in accordance with the Arbitration Rules of Tanzania and Arbitration place shall be Arusha, Tanzania by a sole arbitrator who is mutually appointed by the disputing Parties. If the disputing Parties shall not agree on the choice of the arbitrator, then the Arbitrator shall be appointed by Tanzania Arbitration Centre.
- 16.2 The proceedings of the Arbitration shall be conducted in English language.
- 16.3 The Award by the Arbitration Centre shall be binding and final. The Judgement of the Award shall be entered in any court of competent jurisdiction.
- 16.4 The non-prevailing Party shall indemnify the prevailing Party for such costs and expenses of the arbitration and such fees of the arbitrator unless the Arbitration Award decides otherwise but shall not include the respective lawyers' fees and the other expenses of the Parties.

ARTICLE 17
CONFIDENTIALITY OF INFORMATION

- 17.1 The Parties shall not divulge to any third Party any confidential information relating to the terms and conditions of this Agreement, business, service or operation without prior written consent of the other party except as required by the law.

ARTICLE 18
LOCAL CONTENT

- 18.1 The **LESSEE** shall annually submit to the **LESSOR** its local content plan that will cover the number of employment (women, youth, and people with disabilities), goods to be procured in Tanzania, listing shares to DSE, joint venture, community engagement, capacity building, insurance coverage and banking plans during the term of this agreement.
- 18.2 Upon submission of the local content plan, the Parties shall discuss and approve the same. Both Parties shall abide to the approved local content plan during the term of this Agreement.



ARTICLE 19
MONITORING AND EVALUATION

- 19.1 The Monitoring and Evaluation of the performance of the investment under this Agreement shall be conducted in accordance with the Ngorongoro Conservation Area Authority Private Concession Policy, Strategy and Procedures ("the Policy"), or any other document which may be introduced in lieu of the said Policy.
- 19.2 The **LESSOR** and **LESSEE** shall monitor and evaluate whether the investment complies with the schedules.

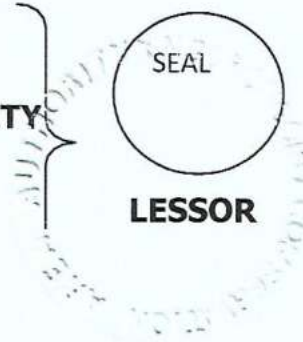
ARTICLE 20
MISCELLANEOUS PROVISIONS

- 20.1 If any of the provisions in this Agreement shall, for any reason, be held to be invalid, illegal or not enforceable in any respect, such invalidity, illegality or non-enforceability shall not affect any other provision herein, and the invalid, illegal or unenforceable provision will be deemed never to have been contained herein. In the event of such invalidity, illegality or non-enforceability, the parties shall use their best efforts to achieve the purpose of the relevant provision by amending this Agreement and providing for a new legally valid and enforceable provision.
- 20.2 Either Party undertakes to take all necessary steps for the implementation of this Agreement and to sign or to have signed, from time to time, all other documents, contracts or writings that require to be signed and to do, or to be done, all which is considered necessary to be done in order to fulfill the object of this Agreement and in order to give full effect to its provisions.
- 20.3 This Agreement constitutes the complete agreement between the Parties as to the matters herein dealt with and it replaces all other Agreements or other documents, if any, in this regard.
- 20.4 That should, at any time, the terms and conditions of this Agreement conflict with any existing or future legislation, the provision of the legislation shall prevail.
- 20.5 This Agreement does not create and shall not be interpreted as having created a joint venture or partnership relationship between the Parties. No Party shall be at any time considered as the authorized agent or the legal representative of the other party.



IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed in accordance with their respective laws the day and year first above written.

SEALED with the Common Seal and **DELIVERED**
by the said **NGORONGORO CONSERVATION AREA AUTHORITY**
In the presence of us this ^{10th} day of September, 2024



Signature: [Signature]

Name: ELIREHEWA J. BORWE

Postal Address: Box 1 NGORONGORO CRATER - ARUSHA

Qualification: **Conservation Commissioner**

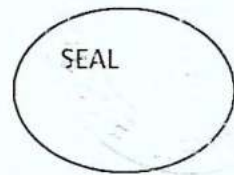
Signature: [Signature]

Name: ALEXANDER M. SABA

Qualification: **Manager Legal Services**

SEALED with the Common Seal and **DELIVERED** by the said

GRUMETI EXPEDITIONS LTD
In the presence of us this ^{10th} day of September, 2024.



Signature: [Signature]

Name: Leanne Haigh

Qualification: CEO Director

Signature: [Signature]

Name: MUJES MASINDE

Qualification: DIRECTOR

LESSEE