

LEASE AGREEMENT

BETWEEN

LOLKISALE VILLAGE COUNCIL

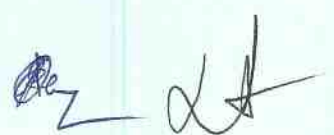
AND

**BOUNDARY HILL LODGE LIMITED
- IN RECEIVERSHIP**

AND

MWAMBA LODGE TARANGIRE LIMITED

DRAWN BY
LOLKISALE VILLAGE COUNCIL
P.O Box 1
MONDULI

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This Agreement is made this 12th day of December 2023 (hereinafter referred to as “the Lease Agreement”)

BETWEEN

LOLKISALE VILLAGE COUNCIL of P.O Box 1, Monduli registered as Village No. 12 of Kata 10 under the Halmashauri ya Wilaya ya Monduli (Monduli District) by Government (District Authorities) Act Cap 287 (RE 2002) (hereinafter referred as “**LVC**”) which expression shall, where the context so admits, include its assignees whom are Lemoti, Nafco, Oldonyo na Lengoolwa villages on the First part;

AND

BOUNDARY HILL LODGE LIMITED – IN RECEIVERSHIP, c/o Beyond Attorneys, P.O Box 753, Moshi (hereinafter referred as “**the Company**” which expression shall, where the context so admits, include its successors and assignees) on the Second part;

AND

MWAMBA LODGE TARANGIRE LIMITED of c/o P.O. Box 7839, City Plaza Building (Golden Tulip-City Centre), 3rd Floor, Office No. 3.2, Jamhuri Street, Dar es Salaam (hereinafter referred as “**the Lessee**” which expression shall, where the context so admits, include its successors and permitted assignees) of the Third part;


LVC and **the Company** shall hereinafter collectively be referred to as “**the Lessor**” and individually as “the Party”).

LVC, **the Company** and **the Lessee** shall hereinafter collectively be referred to as “**the Parties**” and individually as “the Party”).



RECITALS

- A. **WHEREAS** the Company and LVC are desirous of granting the Lessee a long-term lease for a duration of twenty-five (25) years over all of the landed property, building(s), assets and development(s) comprising of 40.439 HA over Farm No. 1120 held under Certificate of Right of Occupancy Title No. 15917, Land Office No. 194331 situated within Wild Management Area, Randilen reserve area (hereinafter referred to as “**the Leased Premises**”). A copy of the Leased Premises title deed with site plan is appended hereto to form part of this Agreement and is marked **Appendix A**;
- B. **WHEREAS** the Lessee is desirous of executing this Agreement in order to obtain a right to lease and utilize all of the Leased Premises to carry out tourism utilization activities which shall include international tourist lodge accommodation, tourist game safaris and drive, photographic tourism and related activities in accordance with the terms and conditions provided for under this Agreement and relevant laws;
- C. **WHEREAS** the Lessee is in agreement to lease the Leased Premises from the Lessor in consideration of an annual rental fee and a bed night rate fee (per guest per night) throughout the Lease Term. The Parties are in agreement that the applicable annual rent fee and applicable bed night rate fee schedule throughout the Lease Term shall be attached and marked **Appendix B** to form part of this Agreement;
- D. **WHEREAS** the Lessee is in agreement to settle applicable Government, Authority, Municipal, Village and or Wildlife Management Agency fees, charges for licenses, permits, taxes and levies relating to operating an international tourist accommodation and its related activities;
- E. **WHEREAS** the LVC is a secured creditor mandated to execute this Agreement pursuant to a Mortgage and Debenture Deed dated 20th January 2001 (hereinafter referred to as “**the Securities**”) and a Deed of assignment of the Securities dated 22nd December 2015 executed and registered in favor of LVC over all of the landed property and assets owned by the Company to secure a loan owed to LVC whose principal, interest and penalties amount to a total of United States Dollars Two million Five hundred and Twenty thousand Eight hundred and Nine dollars and Seventy Three cents only (USD\$ 2,520,809.73) as at 22nd December 2015 (hereinafter referred to as “**the Debt**”);
- F. **WHEREAS** the Company acting through the Receiver Manager appointed on 26th July 2016 has mandate to enter into and execute this Agreement for purposes of collecting rental income from the Leased Premises to settle the Company’s Debt in favour of LVC;
- G. **WHEREAS** the Lessee is a subsidiary of Uganda Lodges Limited a body corporate duly incorporated and engaged in international tourist lodge and safari business activities in Uganda with mandate to execute this Agreement;
- H. **WHEREAS** each Party represents and warrants to the other that it has full legal capacity and authority to enter into and is contractually bound to perform its obligations under this Agreement and that the execution, delivery, and performance of this Agreement is duly authorized by all necessary corporate actions;



- I. **WHEREAS** the Parties are in agreement that both the LVC and the Lessee shall furnish each other executed minute(s) and resolution(s) of LVC and the Lessee's properly constituted meetings duly authorizing execution of the terms and conditions of this Agreement.

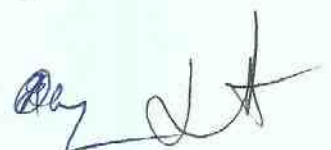
NOW THEREFORE, the Parties hereto agree as follows:

1.0 GRANT OF LONG-TERM LEASE

- 1.1 The Company and LVC are in agreement to grant to the Lessee a twenty-five (25) year lease with right(s) to develop the Leased Premises in order to engage in international tourist lodge accommodation, tourist game safaris and drive, photographic tourism and related activities;
- 1.2 The Lessor is in agreement from the Effective Date of this Agreement to accord the Lessee full and uninterrupted rights to access the Leased Premises to repair, renovate, install, maintain, construct, alter, change, replace, modify, remove, add or carry out any necessary works onto the Leased Premises as the Lessee may from time to time require on the Leased Premises (hereinafter referred to as "**the Renovation Period**");
- 1.3 The Lessor throughout the duration of this Agreement shall be entitled, subject to forty-eight (48) hours prior notification communicated to the Lessee, and taking into cognisance the Lessee security requirements, to enter the Leased Premises at reasonable times to inspect the Leased Premises. The Lessor is further in agreement that other than the exercise of this right by the Lessor, the Lessee will have quiet and peaceful enjoyment of the Leased Premises without any interruption or disturbance from the Lessor or any persons claiming under or in trust for the Lessor;
- 1.4 The LVC is in agreement at its own cost to obtain an independent valuation report of the Leased Premises in order to ascertain a fair market value of the Leased Premises as at the Effective Date of this Agreement;
- 1.5 The Parties are in agreement that within the Renovation Period the Lessee at its own cost(s) shall obtain and submit to the LVC all of the Lessee's proposed building and design plans with BOQ;
- 1.6 The Parties are in agreement that this Agreement shall be registered as a long-term lease at cost and expense of the Lessee;
- 1.7 The Parties are in agreement that the Leased Properties title deed shall be renewed at the cost and expense of the LVC.

2.0 COMMENCEMENT, DURATION AND EFFECTIVENESS

- 2.1 The Parties are in agreement that the effective date of this Agreement shall be on 1st January 2024 (hereinafter referred to as "**the Effective Date**");
- 2.2 The Parties are in agreement that the terms and conditions of this Agreement shall commence on the Effective Date of this Agreement;



- 2.3 The Parties are in agreement that from the Effective Date of this Agreement the lease term shall be for a duration of twenty-five (25) years (hereinafter referred to as “**the Lease Term**”);
- 2.4 The Parties are further in agreement to carry out for each party a performance review every five (5) years;
- 2.5 The Parties are in agreement that on the Effective Date the Lessor shall grant the Lessee vacant possession of the Leased Premises;
- 2.6 The Parties are in agreement that following execution of this Agreement and until expiry of the Lease Term, the Lease Term shall not be varied nor determined at the instance of the Lessor unless by mutual agreement between the LVC and the Lessee;
- 2.7 The Lessor is in agreement that all claims, debts, suits, taxes, rates, charges, fees, levies and or outgoings relating to the Leased Premises incurred and or accrued prior to execution of this Agreement shall be fully disclosed to the Lessee and settled by the Lessor prior to the Effective Date; and the Lessor hereby indemnifies the Lessee against all and any claims, actions, suit and or liability that may arise in respect to liability of the Leased Premises prior to the Effective Date.

3.0 RENTAL INCOME AND GOVERNMENT REVENUE

- 3.1 The Parties are in agreement that during the Lease Term the Lessee shall pay the LVC the following:

3.1.1 Annual Rental Fee

- 3.1.1.1 The Lessee shall pay to the LVC an annual rental fee in advance and without any deductions or set off except those deductions or withholding tax required to be made by the Lessee in accordance with the provisions of the law.
- 3.1.1.2 The Lessee is in agreement to pay the LVC an annual rental fee in accordance with **Appendix B** which shall form part of this Agreement (hereinafter referred to as “**the Annual Rental Fee**”);
- 3.1.1.3 The Parties are in agreement that following execution of this Agreement the Annual Rental Fee for year one shall be paid on 1st August 2024 for one year in advance;
- 3.1.1.4 The Parties are further in agreement that the next due date for payment of annual rental fee in respect of year two (2) to year twenty-five (25) shall be the same date, 1st August of each annual year and shall be payable one year in advance;
- 3.1.1.5 The Parties are in agreement that the Lessee’s failure to timely pay the Annual Rental Fee within one (1) month after the due date, that any such outstanding amount shall attract interest at 10% on the principal outstanding amount per month of default;
- 3.1.1.6 The Parties acknowledge that there are numerous historical financial advances that the Lessee advanced to LVC in order for LVC to meet fees and expenses related

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to resolving legal matters incidental to possession, control and title of the Leased Premises of which the LVC was in agreement to resolve prior to execution of this Agreement of which the LVC are now in agreement that the total financial advances made by the Lessee shall be deducted by the Lessee from the Annual Rent Fee payable to the LVC in manner that the LVC and the Lessee shall from time to time agree (hereinafter referred to as “**the Financial Advances Deductible**”).

3.1.2 Bed night rate fee

3.1.2.1 The Parties are in agreement that in addition to the Annual Rental Fee, the Lessee shall pay the LVC a bed night rate fee of United States Dollars Ten dollars (USD\$ 10) per guest per night to be paid in accrual every three (3) months throughout the Lease Term (hereinafter referred to as “**the Bed Night Rate Fee**”);

3.1.2.2 The Parties are in agreement that the Lessee shall commence payment of the Bed Night Rate Fee from 1st August 2024.

3.1.3 Other fees and charges

3.1.3.1 The Lessee is in agreement to settle applicable statutory fees and charges in accordance with prevailing laws and regulations;

3.1.3.2 The Parties are in agreement that the Lessee at its own cost shall pay stamp duty in respect of this Agreement and moreover that the Lessee shall deduct withholding tax (if so required) from payment of the Annual Rent Fee and the Bed Night Rate Fee to the LVC and remit to Tanzania Revenue Authority.

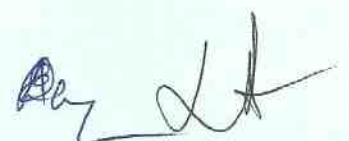
4.0 REPRESENTATION AND WARRANTIES OF LVC AND THE COMPANY

The Lessor hereby accepts that the Lessee is entering into this Lease in reliance upon each of the representations and warranties contained herein:

4.1 That as at the Effective Date of this Agreement, the LVC is the secured creditor of the Leased Premises, and it has full authority to enter into long term lease of the Leased Premises in order to recover the Debt owed to it by the Company.

4.2 That there is no action, investigation or other proceedings of any nature whatsoever, by any governmental authority or third party against the Lessor which will restrain, prohibit, nullify or otherwise challenge the lease as contemplated by this Agreement;

4.3 The LVC represents that other than an encumbrance in the form of a debenture and mortgage registered in its favour, the Leased Premises is not subject to any encumbrances or equities in favour of a third party which grants that third party any non-registrable interest or right in the Leased Premises and there is no agreement or commitment to give or create any; and no claim has been made by any person to be entitled to any, there is no lien, restriction, mortgage, covenant, condition, easement, lease, or any other agreements of record or not of record, which would adversely affect the Lessee's permitted use and enjoyment of the Leased Premises under this Agreement;



- 4.4 The Lessor warrants to the Lessee that throughout the Lease Term no new encumbrance shall be created nor registered in favor of any third party;
- 4.5 The Lessor warrants to settle land rent and property tax rates applicable prior to the Effective Date and throughout the Lease Term;
- 4.6 The Lessor warrants to settle any liability accrued and incurred on the Leased Premises up to the Effective Date;
- 4.7 The Lessor warrants to indemnify the Lessee against all charges for electricity, water, gas, telecommunications and other services consumed or used at the Leased Premises prior to the Effective Date;
- 4.8 That the Lessor shall strictly observe and perform all covenants, restrictions, stipulations, conditions affecting the Leased Premises;
- 4.9 The Lessor warrants that the Leased Premises is not a subject matter of any dispute, litigation or any other legal proceedings by any third party, competent authority or court;
- 4.10. The Lessor warrants that there are no circumstances which (with or without the taking of other action) would entitle any third party to exercise a right or power of entry or to take possession or which would in any other way affect or restrict the Lessee's continued possession, enjoyment and use of the Leased Premises for its present or any future purpose;
- 4.11 That the Lessee shall peaceably and quietly hold and enjoy the Leased Premises during the Lease Term without interruption or disturbance from the Lessor or any person or persons rightfully claiming under or in trust thereunder.
- 4.12 The Lessor warrants that there is no pending or threatened adverse claim on the Leased Premises or dispute regarding ownership, boundary, easement, rights of way or any other such matters with respect to the Leased Premises or any closing, demolition or clearance orders, enforcement notices or stop notices affecting the Leased Premises;
- 4.13 The Lessor warrants that there are no pending suits, administrative actions, judicial actions or any other actions or proceedings of or by any competent authority or any agency or any other third party in relation to or affecting the Leased Premises;
- 4.14 There is no fact or matter which has not been disclosed which could render any information in respect of the Leased Premises untrue, incomplete, inaccurate or misleading or the disclosure of which might reasonably affect the willingness of a willing lessee to lease the Leased Premises on the terms of this Lease;
- 4.15 The Lessor's description of the Leased Premises as set out herein is correct in all respects;
- 4.16 The Lessor represents that the Leased Premises has not been set aside for any other public purpose or mentioned in any report as illegally or irregularly allocated land, the Leased Premises is not on a buffer zone, road reserve, riparian reserve, community land or public land and there are no compulsory acquisition notices, orders or resolutions affecting the Leased Premises and the Lessor has not received any notice from any competent authority informing them that the Leased Premises



has been set aside for any public purpose or that the government (or relevant authority) intends to compulsorily acquire the Leased Premises;

- 4.17 The Lessor hereby agrees to indemnify the Lessee (both prior and after registration of this lease) on a full and unqualified basis from and against any and all losses, actions, claims, demands, proceedings (whether criminal or civil), costs, legal expenses, insurance premiums and calls, liabilities, judgments, damages or other sanctions whatsoever arising directly or indirectly from or in relation to any breach or non-performance or non-observance by the Lessor of its obligations hereunder or as a result of any warranty or representation being breached or being untrue or incorrect;
- 4.18 As long as the Lessee is not in default the Lessor grants to the Lessee sole, actual, quiet and peaceful use, enjoyment and possession of the Leased Premises without hindrance or ejection by any persons lawfully claiming under Lessor;
- 4.19 The Lessor shall not take any unreasonable action that might damage, devalue, or hinder the utilization of the improvements, modifications, or investments made by the Lessee on the Leased Premises;
- 4.20 The Lessor acknowledges and respects the significant investments to made by the Lessee on the Leased Premises and undertakes not to unreasonably withhold consent for alterations, additions, or improvements.
- 4.21 The Lessor represents and warrants that to the best of its knowledge, the Leased Premises complies with all applicable laws and regulations and that no notice of violation or condemnation has been received by Lessor regarding the Leased Premises.

5.0 OBLIGATIONS OF THE LVC AND THE COMPANY

The LVC and the Company hereby agree as follows:

- 5.1. not to permit any other investor to conduct related activities within the Leased Premises whether temporary or otherwise for the entire duration of this Agreement;
- 5.2 to provide the Lessee's personnel(s), consultant(s), contractor(s) and or agent(s) access to the Leased Premises during the Renovation Period;
- 5.3 to honor and perform the responsibilities imposed on it by this Agreement;
- 5.4. to ensure the Lessee has peaceful enjoyment of the Leased Premises throughout the Lease Term;
- 5.5 LVC shall always ensure that the Certificate of Title to the landed property including the Leased Premises is free from any encumbrance or third-party claims;
- 5.6 LVC shall ensure that all the terms and conditions contained in the Certificate of Title are duly and fully complied with and that the Land rent, property tax and the like, pertaining to the Property, are all paid up to and including the date of signing of this Lease;



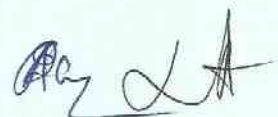
- 5.7 The Lessor shall not sell, charge or part with possession of the certificate of title relating to the Leased Premises, or take any action which will negatively affect the interests of the Lessee or any third party, affiliate or wholly owned subsidiary of the Lessee who has acquired interest in the Leased Premises in accordance to the terms of this Lease;
- 5.8 The Lessor shall not dispose by way of sale, lease, mortgage or otherwise of the Leased Premises or any interest in it without the consent of the Lessee;
- 5.9 Upon execution of this Agreement, the Lessor shall take all necessary measures at the cost of the Lessor to ensure any necessary renewal of the Leased Premises right of occupancy title deed tenure covers the entire Lease Term.

6.0 REPRESENTATION AND WARRANTIES OF LESSEE

- 6.1 The Lessee warrants to the Lessor that it has sufficient funds in place to complete the Annual Rent Fee in accordance with the terms of this Agreement.

7.0 OBLIGATIONS OF THE LESSEE

- 7.1. To pay the Annual Rental Fee and Bed Night Rate Fee to the LVC;
- 7.2 To pay applicable levies, rates, charges and taxes to the Government in accordance with the relevant Laws and agreed financial model through the Government Payment Systems;
- 7.3 To respect cultures and traditions of local community members surrounding the Leased Premises;
- 7.4 To ensure that all of the properties and assets within the Leased Premises are always in good order and condition and periodically maintained, normal wear and tear exception;
- 7.5 The Lessee shall not carry out any other business in the Leased Premises for any purpose other than the purpose agreed in this Agreement save for with prior written permission from LVC which shall not be unreasonably withheld;
- 7.6 The Lessee shall not do anything on the Leased Premises that might be or become a danger or nuisance to any of the Adjoining Owners or to members of the public generally, cause damage to any adjoining property or apparatus;
- 7.7 The Lessee shall throughout the Lease Term obtain at the cost of the Lessee an all-risk insurance cover over all of the assets and the Leased Premises;
- 7.8 That the Lessee shall strictly observe and perform all covenants, restrictions, stipulations, conditions affecting the Leased Premises;
- 7.9 The Lessee shall not dispose by way of mortgage or otherwise of the Leased Premises or any interest in it without the consent of the Lessor;
- 7.10 The Lessee shall honor and perform the responsibilities imposed on it by this Agreement.



8.0 LESSEE'S DEVELOPMENT OBLIGATIONS

- 8.1 The Lessee shall prior to construction or renovation in the Leased Premises obtain relevant Government authorizations in accordance with the laws relevant to the development of the Leased Premises;
- 8.2 The Lessee will give priority to procure construction materials within the United Republic of Tanzania except for those which are not available in the United Republic of Tanzania.
- 8.3 The Lessee shall invest throughout the Lease Term an amount between United States Dollars Five hundred thousand (USD\$ 500,000) to United States Dollars One million (USD\$ 1,000,000) to develop the Leased Premises.

9.0 LOCAL CONTENT REQUIREMENTS

The Parties are in agreement that the Lessee shall consider local content requirements.

- 9.1 The local content plan will cover number of Tanzanians employed, goods and services to be procured in Tanzania, capacity building, succession plan, insurance coverage, community engagement and technology transfer during the Lease Term;
- 9.2 The local content requirements may consider the following:

Item	Year 1 to 4	Year 5 to 10	Year 11 to 25
Goods and services	40% to 59 %	60% to 70%	71% to 90%
Recruitment and Training			
(a) Management staff	30% to 49%	50% to 69%	70% to 90%
(b) Technical staff	30% to 49%	50% to 69%	70% to 80%
(c) Other staff	80%	90%	100%

10.0 AMENDMENT

Amendment of this Agreement shall require written consent of the Lessee and the LVC.

11.0 GOVERNING LAW

- 11.1 This Agreement shall be governed and construed in accordance with the Laws of Tanzania.
- 11.2 The validity and interpretation of this Lease Agreement and the due performance hereunder shall be governed by the applicable laws of Tanzania.

12.0 ASSIGNMENT

The Lessee subject to notification and consent of the Landlord may assign, sublet or part with possession of the Leased Premises.

13.0 FORCE MAJEURE

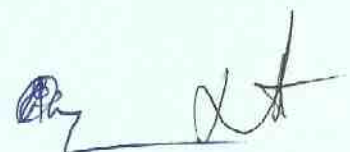
Neither Party is liable to the other for defaults or delays in performing their obligations under this Agreement if such default or delays result from *Force Majeure*.

For the purposes of this Agreement, *Force Majeure* means:

- 13.1 An event, circumstance or cause which is beyond the reasonable control of the Party, and which prevent a Party to perform its obligations or part of its obligations under this Agreement and includes, an act of God, earthquake, fire, flood or volcanic eruption, wars, civil or military disturbance, acts of terrorism, insurrection and epidemic or pandemic;
- 13.2 *Force Majeure* shall not include any event which is caused by the negligence or intentional action of the Parties or such Party's consultants, contractors, subcontractor, agents or employees, or any event which a diligent Party could reasonably have been expected to take into account at the time of the conclusion of this Agreement and avoid or overcome in the carrying out of its obligations herein.
- 13.3 *Force Majeure* shall not include insufficiency of funds or failure to make any payment required except as provided herein.
- 13.4 If a Party is prevented or delayed in performing any of its obligations under this Agreement by reason of *Force Majeure*, the affected party shall;
 - 13.4.1 notify the other Party in writing of the event concerned and of estimated extent and duration of its inability to perform its obligations as soon as possible with valid evidence and in any event not later than twenty (20) days following the occurrence of the event concerned, and shall similarly give notice of the cessation of the event of *Force Majeure* as soon as possible;
 - 13.4.2 take all reasonable measures to minimize the consequences of any event of *Force Majeure*; and
 - 13.4.3 Not later than thirty (30) days after a Party has become unable to perform any of its obligation under this Agreement as a result of an event of *Force Majeure*, the Parties shall agree on appropriate measures to be taken in the circumstance.
- 13.5 The Parties subject to Clause No. 13.4.3 of this Agreement shall following an event of force majeure resume with the terms of this Agreement.

14.0 DISPUTE RESOLUTION

- 14.1 Any dispute or difference arising out of or relating to breach of this Agreement, the Parties shall use their best endeavor to settle it amicably; by consulting and negotiating with each other in good faith and understanding of their mutual interests to reach a fair and equitable solution satisfactory to both Parties;
- 14.2 In the event the Parties fail to amicably resolve their dispute, controversy, claim or difference through such mutual consultation and/or discussion as referred to in Clause 14.1 hereinabove, either party may refer the matter to any Court of competent jurisdiction in the United Republic of Tanzania for adjudication and determination;



- 14.3 Nothing in this clause will restrict, either of the Party's freedom to commence legal proceedings to preserve any legal right or remedy;
- 14.4 In event of either of the Party's failure or unwillingness to amicably agree on a matter of dispute, the Parties are in agreement that either of the Parties shall irrevocably submit to the non-exclusive jurisdiction of the Commercial Division of the High Court of Tanzania

15.0 TERMINATION

- 15.1 The Parties are in agreement that following execution of this Agreement neither of the Parties may terminate this Agreement for convenience;
- 15.2 The Parties are in agreement that in the event the LVC and or the Company terminates this Agreement for convenience, the LVC and or the Company shall be required to compensate the Lessee for all investment costs and expenses incurred from the Effective Date, and the Annual Rental Fee advanced as at such date of termination and any amount outstanding from the Financial Advances Deductible;
- 15.3 The Parties are in agreement that in the event the Lessee terminates this Agreement for convenience, the Lessee shall be required to forfeit all investment costs, expenses and in addition the Annual Rental Fee advanced as at such date of termination incurred in relation to the Leased Property from the Effective Date;
- 15.4 The Parties are in agreement that either Party may terminate this Agreement by issuing to the other Party ninety (90) days written notice of the intention to terminate the Agreement on the following grounds:
- 15.4.1 a fundamental breach of this Agreement and failure to remedy such default within a period of thirty (30) days after receipt of a written notice from the other Party calling upon it to do so;
- 15.4.2 a winding up order is issued placing the Lessee into liquidation;
- 15.4.3 either of the Parties engaging in unlawful acts including but not limited to corruption, misrepresentation, fraud, collusive and coercive practice;
- 15.5 Where the Agreement is terminated in the manner stated in Clause No. 15.4 hereinabove, the Parties are in agreement to negotiate on an orderly exit period in which to smoothly cease operations, make the Leased Premises safe and secure, and vacate the Leased Premises. In the circumstance where the Lessee fails to vacate the Leased Premises within an agreed time frame, the Lessee is in agreement to notify LVC in order to mutually agree on an extension of time.

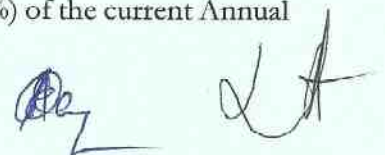


16.0 REVERT OF IMMOVABLE PROPERTIES UPON EXPIRY OF CONTRACT

- 16.1 The Parties are in agreement that upon expiration of this Agreement which shall include application of Clause No. 17 to this Agreement, all immovable assets shall be vested in the LVC.
- 16.2 The handover of the immovable assets by the Lessee shall be done in accordance with the following conditions and procedures:
- 16.2.1 clear description of the asset to be handed over including its scope and estimated value;
- 16.3.2 the Lessee and the LVC shall establish a hand-back committee.
- 16.3 The Lessor is in agreement that on expiration of the Lease Term and application of Clause No. 17 to this Agreement, the Lessee may elect to restore or reinstate all of its assets in the Leased Premises.
- 16.4 The Lessee will have the discretion to determine the nature and extent of any decommissioning works to remove its assets taking into consideration its commercial objectives and any legal requirements.
- 16.5 The Parties are in agreement that on the expiration of this Agreement of the Lease Term and subject to application of Clause No. 17 to this Agreement that the Lessor may upon issuing a notice in writing to the Lessee within sixty (60) days from the date of expiration of this Agreement be entitled to offer to purchase the Lessee's movable assets by making payment to the Lessee that is equivalent to not less than the Fair Market Value of the Lessee's assets.
- 16.6 That in the event the Lessor has not offered to purchase the Lessee's movable assets in accordance with Clause No. 16.5 of this Agreement, the Lessee shall be entitled to undertake decommissioning works of all movable assets within a period of sixty (60) days which shall be a rent-free period.

17.0 RENEWAL

- 17.1 The Parties are in agreement that upon expiry of the Lease Term, this Agreement shall thereafter automatically renew for a further ten (10) year term or such longer term as the Parties may agree, subject to the Parties' renegotiation on the annual rent amounts of which the Parties agree shall not exceed more than fifty percent (50%) of the current Annual Rent Fee and the Bed Night Rate Fee per person per night shall not exceed United States Dollars Twenty (USD\$ 20) in such agreement;
- 17.2 The Lessee shall at the expiration of the Lease Term hereby granted if desirous of obtaining a further lease of the Leased Premises, the Lessee shall signify such desire by notice in writing to the Lessor not less than six (6) months before the expiration of the Lease Term and the Lessor shall at the expiration of the Lease Term grant to the Lessee a further lease of the Leased Premises for a further period as may be negotiated between the Parties on the same terms and conditions as are herein contained (save for the rent which shall be mutually agreed by the Parties but which escalation shall not amount to more than fifty per cent (50%) of the current Annual



Rent Fee and the Bed Night Rate Fee per person per night shall not exceed United States Dollars Twenty (USD\$ 20) in such agreement);

- 17.3 The LVC and the Company are in agreement to grant the Lessee a first right of refusal to purchase the Leased Premises in the event the Company and or the LVC are desirous of selling the Leased Property.


18.0 CONFIDENTIALITY

Each Party shall keep confidential and will not, without the prior written consent of the other Party, disclose to any person:

- 18.1 The details of this Agreement, the details of the negotiations leading to this Agreement, and the information handed over to such Party during the course of negotiations, as well as the details of all the transactions or contracts contemplated in this Agreement;
- 18.2 All information relating to the business or the operations and affairs of the Lessee which are not in the public domain;
- 18.3 The provisions of this clause shall not preclude either Party from making any disclosure; (i) to their professional advisors, provided that they shall procure such advisors to comply with the provisions of this clause; and/or (ii) in compliance of requirements of the Law.

19.0 GENERAL PROVISIONS

- 19.1 No change, alteration, modification or addition to this Agreement shall be valid unless properly expressed or executed in writing by the Parties hereto;
- 19.2 If any of the provisions of this Agreement is found by a competent authority to be void, voidable or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions shall prevail and continue to be in force and effect;
- 19.3 Notwithstanding and without prejudice to the foregoing, the Parties hereto shall thereupon negotiate in good faith in order to agree on the terms of a mutual satisfactory provision to be substituted for the provision so found to be void, voidable or unenforceable;
- 19.4 The Parties are in agreement that no Party shall without the prior approval of the other except for normal business and properly for the benefit of the business relating to the Leased Premises and for the purpose of conducting the development, pledge the credit of the business relating to the Leased Premises or incur any liability or lend any money in respect of the Leased Premises for the whole of the Lease Term unless otherwise agreed by the Parties in writing;
- 19.5 The Parties undertake to conduct all business activities and or dealings in an ethical manner, adhering to the highest standards of honesty, integrity, and transparency;



- 19.6 The Parties each warrant that they are not currently and will not in the future be involved in any activities that would cause them to be listed on any government or international sanctions list, including but not limited to, those maintained by Tanzania, the United Nations, European Union, United States Department of the Treasury, the United Kingdom or any other relevant authority;
- 19.7 In the event that either of the Parties is found to be in violation of clause No. 19.6 hereinabove, the non-violating Party shall have the right to take appropriate legal action, including seeking remedies.

20.0 SOLE UNDERSTANDING

This Agreement with its annexures constitutes the whole Agreement between the Parties and no variation or cancellation shall be of any force and effect unless and until it is reduced into writing and signed by the Parties hereto or their duly authorised representatives, nor shall any undertaking or representation not contained herein be part of or be deemed to have influenced the entering into of this Agreement.

21.0 GOOD FAITH

The Parties shall exercise the highest standards of utmost good faith towards each other.

22.0 OFFICIAL COMMUNICATION

All official communication in respect of this Agreement shall be written in English and Kiswahili language and shall be sent by hand delivery or by prepaid first class registered air mail or courier and or electronic mail to the addresses set forth below: -

FOR LVC:

Lolkisale Village Council
P.O. Box 1

MONDULI

EMAIL: abelulomi@gmail.com

FOR LESSEE:

Mwamba Lodge Tarangire Limited

EMAIL: jourdan@greatlakessafaris.com

ATTENTION: Mwenyikiti Kijiji cha Lolkisale ATTENTION: Amos Wekesa

FOR BOUNDARY HILL LODGE LIMITED

Receiver Manager

Boundary Hill Lodge Limited – In Receivership

c/o Beyond Attorneys

P.O Box 753

Moshi

EMAIL: patrickpaulpm@gmail.com

ATTENTION: Patrick Paul

- 22.1 Upon change of address, the Party who has changed the address shall, immediately, communicate in writing to the other party on the change of address and provide the new address;
- 22.2 All notices, requests, consents, demands, waivers or other communication shall be made by either party to the other party where it is delivered by hand or by prepaid first class registered air mail or courier or electronic mail and sent during office hours, shall be deemed to have been received by the addressee on the day following date of delivery.

SIGNED by the duly authorized representatives of the Parties the day and year above written.

A handwritten signature in blue ink, consisting of a stylized first name followed by a last name.

FOR LVC

SEALED with the Common Seal of
LOLKISALE VILLAGE COUNCIL
this 12th day of DECEMBER, 2023.

Full Name: JULIUS RAMAKHANT MUNDULI
Signature: [Signature]
Address: P.O. Box 1 Monduli
ARUSAHA
Designation: KUMANTANI KASATI LOKKISALE

Full Name: ABE ERICIRATA CELOMI
Signature: [Signature]
Address: P.O. Box 1 Monduli
ARUSAHA
Designation: VEO LOKKISALE


IN THE PRESENCE OF:

Full Name: EMMANUEL WAMBURA
Signature: [Signature]
Address: 01, MONDULI-ARUSAHA
Designation: STATE ATTORNEY

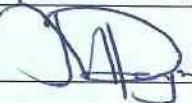
**DISTRICT SOLICITOR
MONDULI DISTRICT COUNCIL**

[Signature]

SEALED with the Common Seal of
RECEIVER MANAGER, BOUNDARY
HILL LODGE LIMITED - IN
RECEIVERSHIP this 12th day of
December 20.23...

Full Name: PATRIC PAUL
Signature: 
Address: P- O BOX 753
MOSHI
Designation: RECEIVER MANAGER

IN THE PRESENCE OF:

Full Name: MARTHA KAVENI RENJU
Signature: 
Address: P- O BOX 7839
DAR ES SALAM
Qualification: ADVOCATE



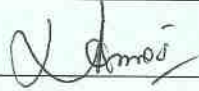
FEE/DUTY PAID SHS. 8,645,811.09
RECEIPT No. 998421110304
IN RESPECT OF STAMP DUTY
Date 01/02/2024
For REGIONAL MANAGER
TRA ARUSHA



FOR THE LESSEE:

SEALED with the Common Seal of the
MWAMBA LODGES TARANGIRE LIMITED, this
12th day of December 20.23...

Full Name: WEKESA Amos MASABA

Signature: 

Address: P.O. BOX 33024

KAMPALA - UGANDA

Qualification: DIRECTOR

Full Name: AMY SUSANNE WEKESA

Signature: 

Address: P.O. BOX 33024

KAMPALA - UGANDA

Qualification: DIRECTOR

APPENDIX A

YEAR	1	2	3	4	5	6	7	8	9	10
USD\$	12,000 and USD\$ 10 per person per night	12,000 and USD\$ 10 per person per night	12,000 and USD\$ 10 per person per night	12,000 and USD\$ 10 per person per night	12,000 and USD\$ 10 per person per night	12,000 and USD\$ 10 per person per night	12,000 and USD\$ 10 per person per night	12,000 and USD\$ 10 per person per night	12,000 and USD\$ 10 per person per night	12,000 and USD\$ 10 per person per night
YEAR	11	12	13	14	15	16	17	18	19	20
USD\$	15,000 and USD\$ 10 per person per night	15,000 and USD\$ 10 per person per night	15,000 and USD\$ 10 per person per night	15,000 and USD\$ 10 per person per night	15,000 and USD\$ 10 per person per night	15,000 and USD\$ 10 per person per night	15,000 and USD\$ 10 per person per night	15,000 and USD\$ 10 per person per night	15,000 and USD\$ 10 per person per night	15,000 and USD\$ 10 per person per night
YEAR	21	22	23	24	25					
USD\$	15,000 and USD\$ 10 per person per night	15,000 and USD\$ 10 per person per night	15,000 and USD\$ 10 per person per night	15,000 and USD\$ 10 per person per night	15,000 and USD\$ 10 per person per night					