

Dated ^{30th} day of ^{JUNE}, 2023

LEASE AGREEMENT

BETWEEN

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

AND

**CONSOLIDATED TOURIST AND HOTELS INVESTMENT
LIMITED**

**IN RELATION TO OPERATION OF THE SOPA LODGE SITUATED AT
LEMALA WITHIN NGORONGORO CONSERVATION AREA**

Drawn by:
Legal Service Unit
Ngorongoro Conservation Area Authority,
P.O BOX 1 Ngorongoro Crater,
Arusha

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THIS LEASE **AGREEMENT** (hereinafter referred to as the "AGREEMENT") is made this.... day of....., 2023 and entered

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 his/her successors and assigns of the one part;

AND

The **CONSOLIDATED TOURIST AND HOTELS INVESTMENT LIMITED** a company

incorporated and existing under Company's Act Cap 212 of the Laws of Tanzania, of Post Office Box 1823, Arusha, Tanzania (hereinafter referred to as "**LESSEE**") which expression shall where the context so admits include his/her successors and assigns which expression shall where the context so admits include the Company's successors and assigns in Tanzania, of the other part;

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

PREAMBLE:

- A. WHEREAS**, the **LESSOR** is subject to the Ngorongoro Conservation Area Act, the legal owner of a piece of land where **SOPA LODGE** is attached (hereinafter referred to as the "**Property**");
- 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

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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;

- D. **WHEREAS**, on 10th October, 1991 the parties herein entered into a lease agreement for construction and management of a lodge over a piece of land at Lemala within the crater rim whose coordinates shall be attached under **Annexure A**. That was for a period of 33 years, the term that expired on 11th March 2023;
- E. **WHEREAS**, subject to clause 2.1 of the said agreement, the LESSEE represented to the LESSOR his willingness to renew the agreement for another term of 33 years with his willingness and ability to refurbish, renovate, maintain and operate the property; AND
- F. **WHEREAS**, the LESSOR approved the LESSEE's intention to renew the agreement for 100 guest rooms (200 guest beds, excluding accommodation for staff, guides and drivers) together with up to 10 guest rooms (20 guest beds) for presidential wing extension for another term of Thirty-three (33) years in accordance with the terms and conditions provided for under this Agreement;

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 **Conservation Area** shall mean the entire area of the Ngorongoro Conservation Area.
- 1.1.3 **Environmental Audit**, shall subscribe to the meaning provided by the relevant laws and regulations of Tanzania.
- 1.1.4 **Party** shall mean a party to this Agreement.
- 1.1.5 **Property** shall mean entire area under this lease agreement together with the permanent fixtures on the area.
- 1.1.6 **Technical Proposal** shall mean a detailed project design document which includes architectural and other technical drawings, business plan, financial estimates and investment plan of which shall be attached as **annexure B**.
- 1.1.7 **Refurbishment period** shall mean Thirty-six (36) months after commencement of this Agreement.
- 1.1.8 **Schedules shall** mean the Technical Proposal, business plan, survey plan of the area, the Environmental Audit certificate and Company Registration documents of which shall be attached as **annexure C**.

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 refurbishment, renovation, maintenance and operation of the property.

ARTICLE 3

COMMENCEMENT AND DURATION

- 3.1 The LESSOR grants the LESSEE a permit to refurbish, renovate, 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 from the date of signing of this Agreement ("the Commencement Date").

ARTICLE 4

FEE PAYABLE

- 4.1 The LESSEE shall pay to the LESSOR a concession fee to the tune and in the manner that is stipulated under the prevailing laws.
- 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 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 an insurance bond as a performance security of three percent (3%) of the minimum investment capital to guarantee the performance of this agreement during the refurbishment period.
- 5.2 The performance security 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 plus the interest accrued shall otherwise revert back to the LESSEE on completion of the refurbishment and renovation of the property.
- 5.4 The LESSEE shall ensure that he maintains a commitment fund for environmental restoration in the event of environmental degradation.
- 5.5 The commitment fund shall be utilized where the LESSEE either pollutes or destructs the environment within the conservation area.

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 twenty-four (24) hours' notices;
 - 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 Tourist Industry and as far as financial resources of the LESSOR permit; and
- 6.2.5 To issue passes to all its employees in such form as may be approved by the LESSOR/LESSOR and to instruct its employees to carry such passes with them at all times.
- 6.2.6 To fair treat the LESSEE in accordance with the terms and conditions of this Agreement.

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 the LESSOR or his officers 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, airstrip 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 allow seasonal facilities to be operated in the hotel/lodge/ permanent tented camp site.

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 refurbishment or renovation 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 refurbishment and renovation, indicating the size of the workforce anticipated for the work;

7.2.3 To conduct an Environmental Audit, including, identifying and commissioning an expert to undertake the same prior to the commencement of the refurbishment and renovation of the property;

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 refurbishment and renovation on the property in accordance with the approved and mutually agreed architectural and other technical drawings;

7.2.8 To ensure that the refurbishment and renovation of the property is completed within Thirty-six (36) months from the commencement date of this agreement;

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 refurbishment and 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 refurbishment and 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;
- 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 do 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 personnel and ensure the provision of a commensurate high-quality service in the property.
- 7.2.21 To undertakes and secure all the required funds and resources to ensure that the property is 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 his 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/or 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 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; To provide a strong room/armory for safe keeping of any firearms which might be in possession of any visitor including firearms meant for the security of the property;
- 7.2.29 To establish and maintain bachelor quarters at the property for employees; Provided that employees' families are strictly prohibited to live in the Conservation Area;
- 7.2.30 Not to use firewood for purposes of cooking and heating in the property, except for campfires on written approval by the LESSOR.
- 7.2.31 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.
- 7.2.32 To maintain all established feeder roads to the property and improve such

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roads as far as possible to such standards as shall appear reasonable with regards to the promotion of the Tourist Industry.

- 7.2.33 To ensure the property and employees are insured of all risks, including fire, explosion, civil strife, 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.
- 7.2.34 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.
- 7.2.35 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;
- 7.2.36 To use its best endeavors to give due regard to and support to local community initiatives in its neighborhood;
- 7.2.37 To notify the LESSOR within fourteen (14) days, in writing, of any change of its business name or management of the hotel/ lodge/permanent tented camp
- 7.2.38 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;
- 7.2.39 Not to carry on at the Site any business involving by-products of wildlife;
- 7.2.40 To comply with Tanzanian law against discrimination of whatever form;
- 7.2.41 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;
- 7.2.42 To keep property throughout the term of this Agreement, both the interior and exterior of the in good and hospitable condition;
- 7.2.43 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;
- 7.2.44 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.

- 7.2.45 Not to make any alterations to the structure of the Property without the LESSOR's consent in writing of LESSEE's plans and specifications;
- 7.2.46 Not 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;
- 7.2.47 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;
- 7.2.48 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 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;
- 7.2.49 To ensure to his utmost ability to submit staff list of his employees to the LESSOR after every six months;
- 7.2.50 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;
- 7.2.51 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 be 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 any renewal thereto and upon expiry or termination, the possession shall revert back to the LESSOR, and the LESSEE acknowledges that the sites upon which the building and structures are constructed are located within the conservation area in respect of which no certificate of title may be issued in favour of any creditor over assets of LESSEE including the buildings constituting

the Lodge.

- 8.2 Upon determination of this agreement for reasons other than breach, the LESSEE shall be entitled to fair compensation as per laws of Tanzania.
- 8.3 Where the LESSEE wishes to create a debenture charge in favour of a creditor over all its movable/immovable assets in the Property for the purposes of financing the business, he 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 that a debenture charge may be specific to specified assets including revenue collection, other receivables or movable assets and immovable 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/immovable 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 LESSEE in the Conservation Area face regarding the sale of the Property and transfer of this Agreement. A Transfer fee calculated in accordance with agreement shall not be charged upon creation of the said debenture and/or charge, but may be payable upon transfer of the Lodge in exercise of the rights contained with that debenture/charge.
- 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 charged property 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 LESSEE may terminate this Lease agreement by giving a Six (6) months' notice of its intention to do the LESSOR.
- 9.2 This Agreement may be terminated by the LESSOR on the following grounds:
- 9.2.1 Where the LESSEE has not completed the refurbishment and renovation within a period of Thirty-six (36) months from the commencement date of this Agreement;
 - 9.2.2 Failure to rectify, without reasonable cause, a material breach of a provision of this Agreement for more than Six (6) months from the date LESSOR requested the LESSEE to rectify breach;
 - 9.2.3 The LESSEE conducts business within the Site other than the business for which was granted by the Agreement despite repeated reminders to comply with the terms and conditions of this Agreement;
 - 9.2.4 A persistent non-complying LESSEE; Provided that no termination by the LESSOR can be effective without giving a six (6) months prior written notice.
- 9.3 No liability whatsoever shall arise to the LESSOR for any loss suffered or expense incurred by the LESSEE as a result of termination of this Agreement.
- i. Such breach is not caused in whole or in part by the action of the of the LESSOR;
 - ii. The breach remains unresolved at the end of such reasonable remedy period.
- 9.2.5 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;
- 9.2.6 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 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.
 - c) Force Majeure shall not include insufficiency of funds or failure to make any payment required except as provided herein.
 - d) 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:-
 - Be relieved from the consequences of its failure to perform that obligation;

10.2.1 Not later than twenty (20) 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.

ARTICLE 11
REPRESENTATIONS AND WARRANTIES

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

11.1.1 The LESSOR has the power and the authority to enter into this Agreement and complete the transaction;

11.1.2 The execution and performance of this Agreement by the LESSOR does not conflict with, and do not and shall not result in a breach of any applicable law, rule or regulation or any agreement or obligation to which the LESSOR is party or by which the LESSOR is bound;

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 his willingness and the financial capability to upgrade, refurbish and renovate the property to the tune of Tanzanian Shillings 23 billion 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 his 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 REVIEW, AMENDMENTS AND RENEWAL

- 12.1 This Agreement may be reviewed, 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 may be renewed upon its expiry for further Thirty-three (33) years or otherwise provided by law 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, The LESSOR may consider renewal of the agreement and the LESSOR shall not unreasonably withhold its consent for the said renewal agreement; Provided that the LESSEE meets the following conditions of the;
- 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 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 surveys and lodge ratings.

**ARTICLE 13
NOTICES**

- 13.1 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,
Kamyn Estate,
Karatu District,
P.O Box 1,
Ngorongoro Crater,
Email; cc@ncaa.go.tz
Tel: +255 272537006/19

For and on behalf of the LESSEE:

Executive Chairman and CEO,
Consolidated Tourist and Hotels Investment Ltd,
P.O. Box 1823,
Sopa Plaza,99
Serengeti Road
Arusha.
Email: wissanji@sopalodges.com
Phone: +255 784 250 631/2, +255 754 250 631/2.

- 13.2 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 may be.
- 13.3 Any change in contact addresses shall be communicated in writing to the other party within 14 working days of the said change.

ARTICLE 14 GOVERNING LAW

- 14.1 This agreement shall be governed by and construed in accordance with the laws of Tanzania.
- 14.2 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 15 DISPUTE SETTLEMENT

- 15.1 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.
- 15.2 The proceedings of the Arbitration shall be conducted in English language.
- 15.3 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.
- 15.4 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 16
CONFIDENTIALITY OF INFORMATION**

16.1 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 17
LOCAL CONTENT**

17.1 The LESSEE shall annually submit to the LESSOR his 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.

17.2 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 18
MONITORING AND EVALUATION**

18.1 The Monitoring and Evaluation of the performance of the investment under this agreement shall be conducted in accordance with the concession policy.

18.2 The LESSOR and LESSEE shall monitor and evaluate whether the investment complies with the schedules.

**ARTICLE 19
MISCELLANEOUS PROVISIONS**

19.1 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.

19.2 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.

19.3 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.

19.4 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.

19.5 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.

MSW ✓

✓

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 30th day of June, 2023

Signature.....

Name DR FREDDY S. MANONGI

Postal Address 1 NGORONGORO CRATER

Qualification (**Conservation Commissioner**)

Signature.....

Name JUMANNE DEDE MASANGWA,

Postal Address 1 NGORONGORO CRATER.

Qualification (**Ag. SACC-Legal**).

SEALED with the Common Seal and **DELIVERED** by the said **CONSOLIDATED TOURIST AND HOTELS INVESTMENT LTD** In the presence of this 31st day of June, 2023

Signature.....

Name KARIM S. WISSANTI

Postal Address PO BOX 1423 ANUSIRI

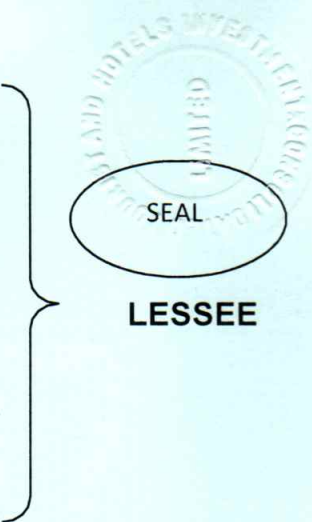
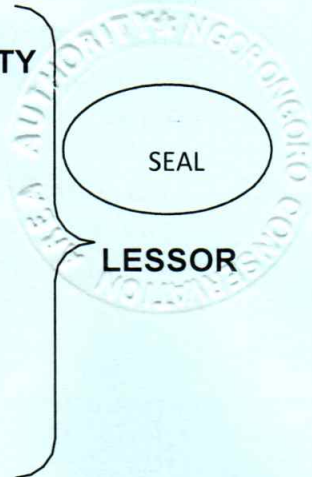
Qualification Director

Signature.....

Name MENSI JALMOTAMED

Postal Address PO BOX 1423 ANUSIRI

Qualification (**Director**) Director



[Handwritten mark]