

AGREEMENT FOR TRANSFER OF A LEASE AGREEMENT

BETWEEN

LODGE CREATION LIMITED (TRANSFEROR)

AND

ORMARREI CAMPS AND LODGE LIMITED (TRANSFeree)

DRAWN BY:

Andrew C Akyoo (Advocate)

A&A Legal Consultancy,

P.O BOX 16438,

Plot No 14 Kanisa Road, Uzunguni Area.

Arusha -Tanzania.

(Handwritten signature)
12/11/2011

TRANSFER OF LEASE AGREEMENT

This Agreement is made on this 25 day of MARCH 2025.

BETWEEN

LODGE CREATION LIMITED a limited liability company incorporated in the United Republic of Tanzania, of P.O BOX 15019 Arusha-Tanzania(hereinafter referred to as **TRANSFEROR**) which expression shall include and extend to the persons deriving title under the Transferor its heirs, assigns and successors) of the one part;

AND

ORMARREI CAMPS AND LODGE LIMITED a limited liability company incorporated in the United Republic of Tanzania, of P.O BOX 2461 Arusha-Tanzania (hereinafter referred to as **TRANSFeree**) which expression shall include and extend to the persons deriving title under the Transferor its heirs, assigns and successors of the second part.

WHEREAS:

- A. That transferor is the rightful and registered lessee of land situated at Togoro Site Mnarani Area within Serengeti National Park in Serengeti District, Mara Region in Southern Low Use Zone With UTM 9763553, 36M 0728778S-W.
- B. The Transferor holds a right of occupancy over the said site for the purpose of making luxury Permanent Tented Camps in Serengeti National Park.
- C. The transferor acquired the said parcel of land vide Lease Agreement dated on the 1st day of February 2025 (the Lease Agreement") which was exclusively executed between Tanzania National Park and the transferor.
- D. That the said parcel of land was acquired solely for the establishment of permanent tented camp at Togoro Site Within Serengeti Park in Serengeti for a term of **Fifteen years (15)** pursuant to the lease agreement dated the **1st Day of February 2025**

- E. Pursuant to the terms and conditions contained herein below, the transferor has decided to absolutely transfer to the transferee all transferor's right and interests over the Land under the Lease Agreement.
- F. The transferor has consented to the transfer said lease agreement to the transferee and the parties herein have agreed to enter into this agreement on the terms and conditions set out in the herein below.

1.0 DEFINITIONS

In this Agreement the following expressions have the meanings specified:

- 1.1 **'The agreement'** means this agreement for the transfer of lease agreement read together with the Lease Agreement dated the 1st Day of February 2025 its appendices, annexes and schedules, if any.
- 1.2 **'Lease Agreement'** means the Lease Agreement between the transferor and the Tanzania National Park dated 1st Day of February 2025
- 1.3 **'Certificate of Title'** means the certificate of the right of occupancy of over the Land issued by Tanzania National Park or its authorised regional office having jurisdiction over the area where the Land is situated.
- 1.4 **'Commencement date'** means the date of signing of this agreement by the Parties.
- 1.5 **'Land'** means all that piece of land known as at Togoro Site Mnarani Area within Serengeti National Park in Serengeti District, Mara Region In Southern low Use Zone With UTM 9763553, 36M 0728778S-W including future building(s) or permanent structure(s) currently on the Land and includes the proposed developments by the transferee to be made and every other building or structure to be erected at any time on the Land including all erections, fixtures, fittings and appurtenances, additions, alterations and improvements made thereon.
- 1.6 **'Lease Period'** means the period remaining of the Lease (the "Lease Period") commencing on the day of the signing of this agreement and shall effectively end on the last day of the Lease agreement and shall include all subsequent automatic renewals of this Lease.

- 1.7 **'Requisite Consents'** means all planning permissions, consents, approvals, licences, certificates, and permits (whether of a public or private nature) as may be a necessary requirement to carry out the developments on the Land.
- 1.8 **'Statutory Requirements'** means the requirements of any Act of Parliament or any regulation or any by-law of any competent authority, which has any jurisdiction with regard to development of the Land.

2.0 CONSIDERATION

- 2.1 The Transferor hereby transfer unto the transferee the entire land and all the unexhausted improvements and development made or to be made on the Land, to hold and occupy the Land from the date of commencement of this agreement, and the transferee shall hold the Land for the Lease Period and be vested with all rights, easements, and privileges attaching to the Land subject to the Lease Agreement.
- 2.2 The transferee shall pay full consideration amount of One Hundred and Fifty Thousand (**USD 150,000.00**) to the transferor and the lease agreement shall be registered in the Transferee names. This amount shall be paid to the following Bank Account's:
- Bank A/C No. USD account 9120002091753**
A/C. Name: Lodge Creations Limited
Stanbic Bank -Arusha Tanzania
- 2.3 In the event that the transferee fails to pay the consideration sum from the date of signing this agreement, the transferor shall be entitled to rescind this agreement. Upon such rescission, the transferee shall be required to reimburse the transferor for all initial costs and expenses incurred in the preparation of this agreement, including but not limited to legal, administrative, and other related costs.
- 2.4 That after the payment of the consideration sum, the transferor shall deliver the original lease agreement dated 1st day of February 2025 together with all its attachment and relevant documents to the Transferee. The Transferor shall undertake to transfer the said lease from TANAPA to the Transferee.



2.5 The Transferee shall be solely responsible for all costs, fees and expenses associated with the transfer of the said lease, including but not limited to legal fees, administrative charges, registration fees and any applicable taxes unless otherwise agreed by both parties.

3.0 **OVERALL WARRANTS AND CONDITIONS**

- 3.1 The transferor shall yield free and uninterrupted possession of the Land unto the transferee and shall grant the transferee, subject to the terms and conditions of the lease agreement, unfettered right to access, hold and or develop the Land thereon and carry out any works or activities that shall be required in order to construct, renovate or modify any structures on the Land for the entire duration of the remaining Lease Period.
- 3.2 The transferee hereby acknowledges and agrees to acquire the land, together with all existing liabilities, if any, associated with the land. The transfer shall be subject to and shall comply with any instructions issued by the Tanzania National Party from time to time, as may be required.
- 3.3 The transferee shall be responsible to procure all necessary licenses, permits, consent, permissions and approvals required for the establishment and operation of luxury camps and lodges on the land. The transferee agrees to ensure that all such licenses and permits comply with the standards and requirements set by the Tanzania National Park Authority, and shall maintain such licenses and permits for the duration of the operation of the luxury camps and lodges.
- 3.4 In the event in which the transfer envisaged in this agreement shall fail for no fault of either Party, the amount already paid to the transferor shall be refunded in full to the transferee.
- 3.5 The Transferee admit that they have inspected the Land and enter into this agreement with full knowledge of its actual state and condition and shall take the Land as it is.
- 3.6 They enter into this agreement solely as a result of their own inspection and on the basis of the terms of the Long-term-Lease and Lease Agreement and not in reliance upon any representation either

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written or oral or implied made by or on behalf of the transferor of anything whatsoever that is subject to this agreement

3.7 The transferor and transferee shall each bare their own legal fees in connection with this transaction.

3.8 This agreement or any other Deed duly executed between the Parties herein shall not be defeated by death, insolvency, winding up or incapacity of either party.

4.0 ENTIRE AGREEMENT

This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect.

5.0 MODIFICATION/AMENDMENT

An amendment or modification to this Lease shall be done in writing by both parties.

6.0 GOVERNING LAW

All matters pertaining to this Agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the United Republic of Tanzania

7.0 AMENDMENT OF THE LEASE AGREEMENT

7.1 By this agreement the parties to the lease agreement are amended whereas the name and description of the transferor in the Leases agreement shall henceforth be replaced by the name and description of the transferee and the transferee has acceded to the terms and conditions of the Lease agreement which shall bind him in equal measure as if he was party to the original Lease Agreement.

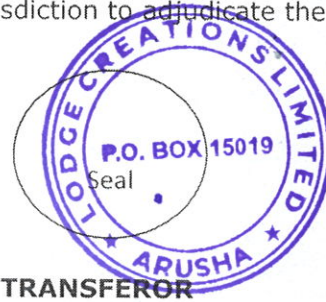
7.2 All the terms and conditions of the Lease agreement not specifically amended by this agreement survive and shall be read and construed as part of this Deed.

11 8.0 DISPUTE SETTLEMENT

Any dispute which arises between the Parties in this Deed from or in connection to this agreement and the Lease Agreement referred to herein

shall be settled amicably between the Parties, failing which the matter will be referred to the court with a competent jurisdiction to adjudicate the matter.

SEALED with the common seal of the said
LODGE CREATION LIMITED
and delivered at Arusha in the presence of us
this 25 day of MARCH, 2025.



TRANSFEROR

Name Kenneth William BARNES-WEBB

Signature [Handwritten Signature]

Address P.O. Box 15019 ARUSHA

Qualification: Director

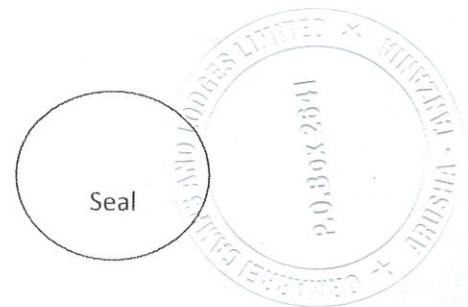
Name Raymond Martin Theron

Signature [Handwritten Signature]

Address P.O. Box 15019 ARUSHA

Qualification: Director /Company Secretary

SEALED with the common seal of the said
ORMARREI CAMPS AND LODGE LIMITED
and delivered at Arusha in the presence of us
this 25 day of MARCH, 2025.



TRANSFEEEE

Name Suhail Manji

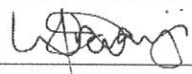
Signature [Handwritten Signature]

Address Endurance Estate, arusha, Tanzania

Qualification: Director

[Handwritten Signature]
[Handwritten Signature]

Name Wasim Manji

Signature 

Address Muthiaiga North Villas, Nairobi, Kenya

Qualification: Director/Company Secretary



