

Dated .....<sup>10<sup>th</sup></sup> day of ..... NOVEMBER ..... 2025

**LEASE AGREEMENT**

**BETWEEN**

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

**AND**

**AND BEYOND TANZANIA LIMITED**

**IN RELATION TO ESTABLISHMENT AND OPERATION OF LUXURY  
NGORONGORO CRATER LODGE AT CRATER RIM IN NGORONGORO  
CONSERVATION AREA, NGORONGORO DISTRICT, ARUSHA REGION,  
TANZANIA**



THIS **LEASE AGREEMENT** (hereinafter referred to as the "AGREEMENT") is made this 10<sup>th</sup> day of November, 2025 ("**COMMENCEMENT DATE**").

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, the Company's successors and assigns of the one part;

AND

**THE AND BEYOND TANZANIA LIMITED** a company incorporated and existing under Company's Act Cap 212 of the Laws of Tanzania, of Post Office Box 751, Plot No. 52, House 10, Haile Selassie Road, Arusha, Tanzania (hereinafter referred to as "**LESSEE**") which expression shall, where the context so admits include the Company's 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 **LESSEE** (hereinafter shall collectively referred to the "**PARTIES**" and individually as the "**PARTY**").

**RECITALS:**

- A. WHEREAS**, the **LESSOR** is subject to the Ngorongoro Conservation Area Act, the legal owner of **Crater Rim Site** with coordinates **36 UTM (777422,9641567)** (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;

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**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 or works or their settings and generally to oversee the land use activities within Ngorongoro Conservation Area;

**D. WHEREAS**, the Parties herein have agreed to enter into a Lease agreement for establishment and operation of the Luxury Ngorongoro Crater Lodge over a piece of land which situated at Crater Rim, Ngorongoro District, Arusha Region, Tanzania with coordinates **36 UTM (777422,9641567)**. The Luxury Ngorongoro Crater Lodge will be constructed within the allocated 17.19 acres and the Lease Agreement will be for the period of 33 years from Commencement Date.

The proposed Luxury Ngorongoro Crater Lodge will have a maximum capacity of 30 rooms and 3 camps. Other supporting facilities include safari shop/ boutique; spa-indoor; pool/sauna; interactive area/ library/ TV room; private dining spaces; wine cellar; staff accommodation blocks; canteen; learning Centre; gym; TV room; clinic; laundry; stores; water bottling plant; generator room and battery room for grid tie system; North Camp; Satellite Kitchens – South and Tree Camp offices; garage; parking; water storage tanks; and sewage tanks.

**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 which does not belong to the **LESSEE**.
- 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 twenty-four (24) 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 gazette 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 imposes duties to the Parties herein, in relation to matters of establishment, maintenance and operation of the Property.

## 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 ...<sup>10<sup>th</sup></sup>..... day of NOVEMBER., 2025 and consequently expiring on the ...<sup>9<sup>th</sup></sup>.....day of NOVEMBER., 2058 ("**the Lease period**").

## 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 (including 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 **TZS 127,750,000.00** payable once prior signing of the term of this Agreement. Payment of the said Commitment Fee shall be a conditional precedent.

- 4.4 The **LESSEE** shall pay a non-refundable commitment fee and whatever ground that vitiates payment of commitment fee to the **LESSOR** it will render this agreement to be null and void."
- 4.5 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 of ten (10%) percent of the development cost equivalent to **TZS 4,343,500,000.00** for Bank Guarantee or fifteen percent (15%) of the development cost equivalent to **TZS 6,515,250,000.00** for Insurance Bond prior to signing of this Agreement 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 **TZS 868,700,000.00** within a period of three (3) months from Commencement Date to guarantee the restoration of environmental 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, beacons 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;
  - 6.2.5 To issue passes to only five (5) **LESSEE's** Directors in such form as may be approved by the **LESSOR** and to instruct its employees to carry such passes with them at all times; and
  - 6.2.6 To issue passes to only five (5) **LESSEE's** vehicles, in particular two (2) supply vehicles, two (2) safari vehicles and one (1) staff bus for the Property to conduct its business.

## 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, 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 Property;
- 7.1.8 To maintain a specified number of suitable and well-maintained five (5) motor vehicles 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 excess to five vehicles shall be subjected to pay entrance fee;
- 7.1.9 To be issued with a free entry permit to only five (5) Directors in such form as may be approved by the **LESSOR**; Provided that spouse, servants accompanying Directors 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 an Environmental Audit, including, identifying and commissioning an expert to undertake the same prior to the commencement of any refurbishment and or 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 any 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 twenty-four (24) 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 systems 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, appropriate drainage, 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 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 and approval from the **LESSOR** and upon payment of transfer fee equivalent to one percent (1%) of the investment capital, which approval shall not be unreasonably withheld.
- 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/armory for safe keeping of any firearms which might be in possession of any visitor including firearms meant for the security of the Property in accordance with Clause 7.2.36;
- 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 Tourist Industry;
- 7.2.34 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;
- 7.2.35 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 notify the **LESSOR**, with a prior thirty (30) days' notice in writing, of any change of its business name or management of the lodge;
- 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 Laws of Tanzanian 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 same 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 make any designed, renovations and upgrade or alterations to the structure of the Property without the **LESSOR's** consent in writing of **LESSEE's** plans and specifications;
- 7.2.45 Not to dispose the demolished construction materials of the Property in and outside of the Conservation Area without the **LESSOR's** consent and supervision;
- 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 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;
- 7.2.49 To ensure to its utmost ability to submit staff list of its employees to the **LESSOR** after every six (6) 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 upon expiry or termination, the possession shall revert back to the **LESSOR** who is the owner;
- 8.2 Where the **LESSEE** wishes to create a debenture charge in favour of a creditor over all or part of its movable assets in the Property for the purposes of financing the business, it 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** but it shall always be issued diligently: Provided always that a debenture charge may be specific to specified assets including revenue collection, other receivables or movable assets of the **LESSEE** without any kind of interference to the **LESSOR's** property.
- 8.3 In the event that the **LESSEE** defaults on a loan against which its assets have been charged in favour of a creditor, such creditor shall have the right, to appoint a receiver/manager to sell the movable assets, 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.
- 8.4 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.

- 8.5 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 two (2) months' notice of his intention to terminate the Agreement.
- 9.2 Notwithstanding the provision 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 to 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 twenty-four (24) months from the Commencement Date and the **LESSEE** shall not be entitled to compensation in lieu thereof and the possession shall revert back to the **LESSOR** who is the owner and the site will be available for new prospective investor;
- 9.2.4 The **LESSEE** conducts business within the Property other than the business for which this Agreement was granted;
- 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 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.

10.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required except as provided herein.

10.4 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:

10.4.1 be relieved from the consequences of its failure to perform that obligation;

10.4.2 forthwith notify the other party of any such event and shall take all reasonable measures to remove its inability to fulfill its obligations under this agreement with a minimum of delay and shall 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 ten (10) 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. The parties shall take all reasonable measures to minimize the consequences of any event of the Force Majeure;

10.4.3 Any period, within which a Party must, pursuant to this Agreement complete any action or task, shall be extended day-for -day up to a period

equal to the time during which that party was unable to perform such action as a result of Force Majeure; and

10.4.4 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;

11.1.3 The draft of this Agreement shall be submitted to the Office of the 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 his willingness and the financial capability to construct and manage the Property to the tune of **TZS 43,435,000,000** 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 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 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 one (1) month 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 In case the **LESSEE** wishes to renew this Agreement, shall be required to conform with the **LESSOR'S** laid down procedure in relation to the allocation of site within Ngorongoro Conservation Area.

**ARTICLE 13  
REVIEW**

13.1 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,  
Kamyn Estate,  
Karatu District,  
P.O Box 1 Ngorongoro Crater,  
Email: [cc@ncaa.go.tz](mailto:cc@ncaa.go.tz)  
Tel: +255 272537006/19

**For and on behalf of the LESSEE:**

Director,  
And Beyond Tanzania Limited,  
Plot 52, House 10, Haile Selassie Road,  
P.O. Box 751,  
ARUSHA.

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 may be.

14.3 Any change in contact addresses shall be communicated in writing to the other Party within 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  
DISPUTE SETTLEMENT**

- 16.1 Any dispute or difference arising between the parties relating to this agreement the matter shall first be subject to amicable resolution by the parties.
- 16.2 If the parties fail to amicably resolve their dispute, either party shall refer the dispute to any Court of competent jurisdiction in the United Republic of Tanzania for adjudication and determination.

**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 technical proposal.

**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 Agreement 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 this...<sup>10<sup>th</sup></sup>...day of ...November...,2025



Signature.....

Name Abdul-Razek Rashed

Postal Address PO Box 01, Ngorongoro

Qualification: **Conservation Commissioner**

**WITNESSED BY:**

Signature.....

Name Johannis C. Sanga

Qualification: **SACC- Legal Services Unit**

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

**AND BEYOND TANZANIA LIMITED**

In the presence of this...<sup>17<sup>th</sup></sup>...day of ...October...,2025.



Signature.....

Name Shaun Marshall

Postal Address 751, Arusha

Qualification Director

**WITNESSED BY:**

Signature.....

Name Clinton Jodine

Postal Address 751 Arusha

Qualification: Regional Manager