



LONG-TERM LAND USE & SERVICE LEVEL AGREEMENT

ENTERED INTO BY AND BETWEEN:

UBUNTU GLAMPING (PTY) LTD
(Registration Number: 2025/578019/07)
(Hereinafter referred to as "The Operator")

AND

[NAME OF COMMUNITY ENTITY / TRADITIONAL COUNCIL / CPA]
(Hereinafter referred to as "The Land Owner")

1. PREAMBLE

WHEREAS the Land Owner holds rights to the land described as [Insert Property Description/GPS Coordinates];

AND WHEREAS the Operator wishes to establish a luxury eco-glamping camp on a portion of this land;

AND WHEREAS both parties wish to enter into a strategic partnership based on the principles of *Ubuntu*, sustainable economic development, and job creation;

NOW THEREFORE the parties agree as follows:

1. DEFINITIONS

- "The Premises": The specific demarcated area of land [Insert Coordinates/Map Annexure].
- "The Improvements": The luxury tents, decks, solar systems, water treatment plants, and tech infrastructure installed by the Tenant.
- "FCFF": Free Cash Flow to Firm, defined as Operating Cash Flow minus Capital Expenditures.
- "The Token Trust": The [Name of Community Trust] established to hold the Ubuntu Tokens on behalf of the Community.

Company Details: Explorer Holdings (PTY) LTD, Company Registration: 2024 / 858815 / 07
Company Details: Ubuntu Glamping (PTY) LTD, Company Registration: 2025 / 578019 / 07
Address of Registered Office: George Storrar Drive, Groenkloof, Pretoria, 0181, South Africa

Website: <https://ubuntu-glamping.com>



2. DURATION

- 2.1. This Lease shall commence on [Start Date] and continue for a fixed period of 9 Years and 11 Months registered against title deed.
- 2.2. The Tenant has the option to renew this Lease for a further period of 2 Years, subject to notice given 6 months prior to termination.

3. RENTAL & CONSIDERATION

The Tenant shall pay to the Land Owner the following consideration:

3.1. Fixed Base Rental:

A monthly amount of ZAR 20,000, escalating at CPI + 1.5% per annum.

3.2. Variable Profit Share (The "FCFF Share"):

The Land Owner (via the Token Trust) shall receive 10% of the distributable FCFF generated by the Operator, paid monthly in arrears.

3.3. Token Allocation:

The Operator shall allocate 77,500 UGT Security Tokens to the Token Trust. Dividends generated by these tokens shall constitute additional income for the Community projects.

4. ASSET OWNERSHIP (CRITICAL CLAUSE)

- 4.1. Notwithstanding the attachment of any infrastructure to the ground, all Improvements (including but not limited to safari tents, decking, solar panels, pumps, and IT equipment) remain the sole and exclusive property of the Tenant.
- 4.2. Upon termination of this Agreement, the Tenant shall have the right to remove all Improvements, provided the land is rehabilitated to its original state.
- 4.3. The Land Owner waives any right to *Landlord's Hypothec* over the moveable assets and inventory of the Tenant.

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5. OPERATIONAL & SOCIAL OBLIGATIONS

The Tenant commits to the following Socio-Economic Development (SED) obligations:

5.1. Employment Guarantee:

The Tenant shall permanently employ a minimum of 14 (Fourteen) staff members sourced directly from the local Community, subject to standard performance and disciplinary codes. Roles include Housekeeping, Maintenance, Security, and Hospitality.

5.2. Micro-Enterprise Development:

The Tenant shall initiate, train, and contractually support a minimum of 3 (Three) local micro-enterprises ("SMMEs") to supply services to the Camp. Suggested SMMEs include:

- a) Laundry Services.
- b) Guest Transport / Shuttles.
- c) Cultural Guiding / Entertainment.

5.3. Local Procurement (Farmers):

The Tenant undertakes to procure fresh produce (vegetables, eggs, fruit) from local small-scale farmers, provided quality and consistency standards are met. The Tenant agrees to provide guidance to farmers to help them meet these standards.

6. LAND OWNER OBLIGATIONS

6.1. Peaceful Enjoyment: The Land Owner guarantees the Tenant undisturbed possession of the Premises, minimum 2 hectares and maximum 5 hectares in size.

6.2. Community Stability: The Land Owner undertakes to manage community relations to ensure the safety of guests and staff.

6.3. Access: The Land Owner grants the Tenant and its guests right of way access to the Premises via [Insert Road Names].

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7. TERMINATION & BREACH

- 7.1. Should the Tenant fail to pay Rental or the FCFF Share within 14 days of due date, the Land Owner may place the Tenant in breach.
- 7.2. Should the Land Owner fail to ensure peaceful enjoyment (e.g., community unrest blocking operations), the Tenant may withhold Rental payments until access is restored.

8. DOMICILIUM CITANDI ET EXECUTANDI

The parties choose as their *domicilium* for all legal notices:

- Tenant: Ubuntu Glamping PTY LTD, George Storrar Drive, Groenkloof, Pretoria, 0027, South Africa.
- Land Owner: [Address of Tribal Authority/CPA Office].

SIGNED at _____ on this _____ day of _____ 2025.

AS WITNESSES:

1. _____
2. _____

For: UBUNTU GLAMPING (PTY) LTD
(Director)

For: THE LAND OWNER
(Duly Authorized Representative)

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