

**10 December 2024**

Executive Director

Tanzania Investment Centre

P O Box 938

**Dar es salaam**

**SUNBIRD FORESTRY LIMITED**

**Re: Registered Office**

We hereby confirm that our sister company, **SUNBIRD FORESTRY LIMITED** (the Company) which wishes to register for Certificate of Incentives (TIC) is currently using our office premises as its registered office for purpose of registration and subsequent processing of the relevant Certificate.

We enclose a copy of our lease Agreement for our address as provided below for the Certificate of incentives application.

Kilolo, Irole  
P O Box 2610  
Iringa

As soon as they obtain their own business premises, we shall notify your office accordingly.

Thank you for your continued support.

Yours faithfully

**New Forest Company (Tanzania) Limited**



Darren Michael Lapp

**Director**

03-04-2013

9:00AM

Land Form No. 22

100/-

42887226

19-02-2013

339,900/=

42887226

19-02-2013

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999  
(NO. 4 OF 1999)

**CERTIFICATE OF OCCUPANCY**

(Under Section 29)

Title No. 25132-MBYLR  
L.O.No. 376585  
L.D.No. KLD/861

The 3<sup>rd</sup> day of April Two thousand and **Thirteen**

This is to certify that **MAHAD ABDULLAHI NUR** of P.O. 40121, **DAR ES SALAAM** (hereinafter called "the Occupier") is entitled to the Right of Occupancy (hereinafter called "the Right") in and over the land described in the Schedule hereto (hereinafter called "the Land") for a term of **thirty three** years from the first day of **January**, two thousand and **thirteen** according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution therefore or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of June 2013, shall thereafter pay rent of shillings **seven million four hundred fifteen thousand seven hundred (Tshs. 7,415,700/=)** Only a year in advance on the first day of July in every year of the term without deduction PROVIDED that the rent may be revised by the Commissioner for Lands.
2. The Occupier shall:-
  - (i) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons will have to be re-established at any time at the Occupier's expenses as assessed by the Director responsible for Surveys and Mapping.
  - (ii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things which may be required by the authorities responsible for environment and to achieve such objective

- (iii) Building to be in permanent materials.
- (iv) Submit building plans to the **Kilole District Council** within six months from the date of the commencement of the Right.
- (v) Building construction to begin within six months after approval of plans.
- (vi) Building to be completed within thirty six (36) months from the date of the commencement of the Right.
- (vii) Not erect or commence to erect on the land any building except in accordance with building plan which shall have been first approved by the Authority

3 The Occupier shall further:-

- (i) make and maintain on the land throughout the term adequate arrangements for water supply, drainage and disposal of trade refuse and effluent to the satisfaction of the Authority;
- (ii) make and keep all the buildings on the land rat-proof and carry out such measures as the Medical Officer of Health for the Authority may require for this purpose;
- (iii) Provide and maintain on the land such ablution facilities and take and maintain such hygienic measures as may be required by the said Medical Officer of Health.
- (iv) Fence the land with a good quality fencing, car parking spaces<sup>2</sup> shall be provided as required by the Authority;
- (v) Loading and unloading facilities shall be provided within the boundaries of the land.

4 **USER:** The land and buildings to be erected thereon shall be used for **Special Industrial** purposes only, Use Group 'L' use class (a) and Use Group 'N' use class (a) as defined in the Town and Country Planning (Use Classes) Regulations, 1963 as amended in 1993

5 The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.

6 The Occupier shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with all premia, taxes and dues prescribed in connection with the disposition.

7 The President may revoke the right for good cause or in public interest.

SCHEDULE

ALL that land known as Plot No.1 Block A situated at Kibaoni, Kilolo Urban in Kilolo District containing **Nine decimal point eight eight eight (9.888) Hactares** shown for identification only edged red on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 71477 deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

Given under my hand and my official seal the day and year first above written.

*Eda*

ASSISTANT COMMISSIONER FOR LANDS

I, the within named **MAHAD ABDULLAHI NUR** hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said )  
for MAHAD ABDULLAHI NUR )  
who is known to me personally/identified )  
to me by ..... )  
the latter being known to me personally in )  
my presence this 18 day of FEBRUARY 2013. )

*Mahad Abdullahi Nur*

Witness's:

Name: BEATUS EMMANUEL MPTIWA

Signature: *[Handwritten Signature]*

Postal Address: P.O. Box 22111

DAR ES SALAAM

Qualification: ADVOCATE



# KILOLO URRAN AREA

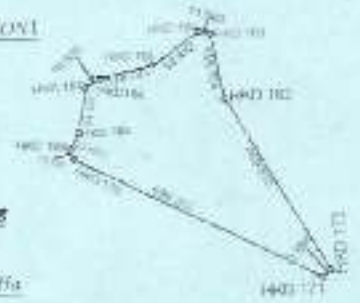
LOCALITY KIRIYONI

BLOCK 1

PLAT No 1

L.O. No 17658

Plot Area 9.88276



(1)

This Plan prepared in accordance with the Registered Plan Number 1147

is approved for the purpose of the Land Registration Ordinance

Director of survey and mapping *[Signature]* Date 08-05-2013

Ministry of Lands, Housing and Urban Development, Dar-es-Salaam

The issue of this Plan implies no guarantee  
of admission of title by the Government.



**TANZANIA INVESTMENT CENTRE**

**LEASEHOLD AGREEMENT**

*(Issued under Section 20 of the Land Act, Cap. 113 R.E. 2002)*

Date of Issue:

Land Office Number:

Land Description:

**TANZANIA INVESTMENT CENTRE**

**THE LAND ACT**  
(No. 4 of 1999)

**DERIVATIVE RIGHT**  
(Under Section 20)

C.T. No. 21116 - MBYLR  
L.O. No. 37654Z  
L.D. No. KLD/819

Made and entered into this 2<sup>nd</sup> day of February, 2012

BETWEEN

**TANZANIA INVESTMENT CENTRE**

A body corporate established under THE INVESTMENT ACT, 1997 (ACT No. 26 of 1997) by order published in the Official Gazette as Government Notice No. 291 of 1997. (Hereinafter referred to as "the Lessor") on the one part

AND

**M/S NEW FOREST COMPANY (TANZANIA) LIMITED** of P.O. Box 2610, IRINGA  
(Hereinafter referred to as "the Lessee") on the other part.

**THIS LEASE WITNESSES** as follows:

**WHEREAS** the Lessor is the holder of a Right of Occupancy registered in the Land Registry at Mbeya, under Title No. 21116 - MBYLR in respect of land within Farm No. 975, measuring one hundred twenty one decimal point four nine zero (121.490) hectares, situate at Magome and Ndengisivili villages, in Kilolo District; and in the terms thereof is authorized to grant leases, the Lessor hereby demises unto the Lessee the Land being more fully described in the schedule hereto for a term of 98 years commencing on the first day of July, two thousand and eleven, and expiring on the thirty first day of October, two thousand, one hundred and ten subject to the provisions of the Land Act No. 4 of 1999 and regulations made thereunder and subject to the following conditions:-

The Land shall be used for Forest Purposes Only; Use Group 'R' use class (c) and (d) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993

21115-MBYLR  
(2295.33 ha)

**PART A: THE LESSEE SHALL:**

1. **PAY** in advance to the Lessor an annual Land Rent amounting to shillings 80,800.00 plus ten per cent thereto as facilitation fees, making a total of shillings 88,880.00 (Eighty eight thousand eight hundred and eighty) only, payable on the first day of July in every year of the term without deduction, provided that the rent may be revised by the Lessor.
2. **BE** liable to pay any and all costs arising herefrom and in particular:
  - (i) Any fees or stamp duties which may be discovered to be payable in connection with the Lease;
  - (ii) An amount or amounts levied by the duly authorized institutions by way of rates or like local property taxes;
  - (iii) An amount or amounts equal to any rates or like levy paid by the Lessor in respect of the Land or improvements thereon;
3. **DEVELOP** the land by constructing a transmission pole treatment plant for production of treated poles.
4. **DEMARCATÉ** the boundaries of the Land to the satisfaction of the Kilolo District Council and thereafter to maintain/protect, such demarcation so that the boundaries are always easily identifiable. Furthermore, protect all beacons throughout the term of the lease. Missing beacons will have to be re-established at any time at the Lessee's expenses as assessed by the Director responsible for Surveys and Mapping.
5. **BE** responsible for preserving the environment and protecting the soil and soil fertility against soil erosion and use the land as not to cause soil erosion outside its boundaries; and do all things which may be required by the authorities responsible for agriculture and environment to achieve such objective.
6. **SUBJECT** to the foregoing conditions, enjoy permanent and exclusive rights of the leased land throughout the term of the Lease, save for water rights.
7. **YIELD** up the Lessor the Land and improvement in good order and condition upon determination of the Lease by affliction of time or otherwise.

**PART B: THE LESSOR SHALL:**

1. **ENSURE** that the Lessee paying Land Rent and other charges hereby reserved in PART "A" Clause "1" hereof, and complying with other terms and conditions hereinbefore contained, shall peacefully hold and enjoy the land during the said term without interruption from the Lessor or any other person claiming under or in trust of the Lessor.
2. **UPON** breach by the Lessee of any of the foregoing terms and conditions, the Lessor shall serve upon the Lessee a written notice specifying the nature and extent of the breach within the time to be specified in the said notice and also the action to be taken by the Lessor, if the breach is not remedied within the specified period.

**PART C: ARBITRATION:**

In the event of any dispute arising between the parties that is Lessor or Lessee hereto in respect thereof, either of the parties to the Lease may commence arbitration proceedings in conformity with the provision of section 28 of the Tanzania Investment Act, 1997 or under the provision of the Arbitration Ordinance, Cap. 15 of the Laws of Tanzania.

We, the within-named **M/S NEW FOREST COMPANY (TANZANIA) LIMITED** of P.O Box 2610, **IRINGA** hereby accept the terms and conditions contained in the foregoing Lease Agreement.

**SCHEDULE**

All that land known as Farm No. 975, measuring one hundred twenty one decimal point four nine zero (121,490) hectares, situate at **Magoma and Ndengisvili** villages, in **Kilolo District**; and shown for identification only edged red on the plan attached to this Certificate and defined on the Registered Survey Plan Numbered **65000** deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

SEALED with the COMMON SEAL of the said  
M/S NEW FOREST COMPANY (TANZANIA) LIMITED of P.O Box 2610,  
IRINGA and DELIVERED in the presence of us this 27th day of  
January 2012

Signature [Signature]

Postal Address PO BOX 2610, IRINGA

Qualification DIRECTOR

Signature [Signature]

Postal Address PO BOX 2610, IRINGA

Qualification ADMINISTRATION OFFICER

SEALED with the COMMON SEAL of the said  
TANZANIA INVESTMENT CENTRE and DELIVERED in our presence  
of us this 2nd day of February 2012

Signature [Signature]

Postal Address 938

DARES SALAAM

Qualification ACTION EXECUTIVE DIRECTOR

Signature [Signature]

Postal Address 938

DARES SALAAM

Qualification LEGAL AFFAIRS MANAGER



FIELD DOCUMENTS No. 14987-1451LR  
DATE 27-3-2012  
TIME 9:00 AM  
*[Signature]*  
Name of Title



TANZANIA STAMP DUTY ACT  
Stamp Duty Rate 100/= + Paid  
Stamp Duty Receipt No. 42058021  
DATE 26-3-2012  
*[Signature]*  
Stamp Duty Office

TANZANIA STAMP DUTY ACT  
Stamp Duty Rate 500/= + Paid  
Stamp Duty Receipt No. 42058021  
DATE 26-3-2012  
*[Signature]*  
Stamp Duty Office

MINISTRY OF LANDS, HOUSING AND HUMAN SETTLEMENTS- DEVELOPMENT

Telegram: MSAHILI  
Telephone: 2503318  
Fax: 250-3169



Office of The Registrar of Titles,  
Zonal Land Registry,  
P.O.Box 2984,  
DARESSALAAM.

In reply please quote:

Ref. No. LR/MBY/T/21745-MBYLR/3

03<sup>rd</sup> March 2012

To: HIS NEW FOREST COMPANY  
TANZANIA LIMITED  
P.O. BOX 2116 DAR ES SALAAM

THE LAND REGISTRATION ACT (CAP. 334)

TITLE NO.: 21745-MBYLR L.O. NO. 374243  
PLOT NO. 975 BLOCK MADRKE AND NDENGISIVILI VILLAGE.

I have the honour to enclosed herewith duplicate of the Certificate of Title mentioned as above please.

*[Signature]*  
**PRINCIPAL ASSISTANT REGISTRAR OF TITLES**

Copy to: Commissioner for Lands  
MB

Certified copy

This is to certify that the annexed Certificate of Occupancy dated

the Twenty third day of January, 2012.

is registered in the Land Registry under Title No. 21745-MBYLR

Copies of the subsisting entries in the register are within

Dated the Twenty Seventh day of March 2012

*[Signature]*  
Principal Assistant Registrar of Title

Title No. 21745-MBYLR

Description of registered land.

ALL THAT known as Farm No. 975 at Magero and Ndengisivili Village in Kilolo District containing one hundred twenty one decimal point nine zero (121.490) hectares shown for identification

**TANGANYIKA**

*The Land Registration Ordinance (Cap. 334 of the Laws)*



**LEASE HOLD TITLE  
CERTIFICATE OF TITLE TO RIGHT OF OCCUPANCY**

*Certified copy*

This is to certify that the annexed Certificate of Occupancy dated

the Twenty third day of January, 1912.

is registered in the Land Registry under Title No. 24116-~~XXXX~~

Copies of the subsisting entries in the register are within

Dated the Twenty Seventh day of March 1912

  
Principal Assistant Registrar of Title

Title No. 24745-~~XXXX~~

Description of registered land.

ALL THAT known as Farm NO. 975 at Mgogwe and Mgogwevili Village in Kilole District containing One hundred twenty one decimal point nine zero (121.490) hectares shown for identification

ENTRIES IN THE REGISTER  
TITLE NO. 21745-MBYL2

LEASEHOLD AGREEMENT

No. .... Registered 27-2-2012 at 9.00 AM  
To: M/S. NTA FOREST COMPANY TANZANIA  
LIMITED of P.O. BOX 2610, TRINGA

No. .... Registered ..... at ..... AM  
To: .....

  
Asst. Registrar of Titles

.....  
Asst. Registrar of Titles

No. .... Registered ..... at ..... AM  
To: .....

No. .... Registered ..... at ..... AM  
To: .....

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Asst. Registrar of Titles

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Asst. Registrar of Titles

No. .... Registered ..... at ..... AM  
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Asst. Registrar of Titles

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Asst. Registrar of Titles

THE UNITED REPUBLIC OF TANZANIA  
THE LAND REGISTRATION ACT (CAP 334)  
APPLICATION FOR SUB-TITLE

CT. No. 21116-MBYLR

FARM No. 975

MAGOME AND NDENGISVILI  
VILLAGES-KILOLO

We, TANZANIA INVESTMENT CENTRE of P.O. Box 938 DAR ES SALAAM (Landlords) on the one part, and M/S NEW FOREST COMPANY (TANZANIA) LIMITED of P.O Box 2610, IRINGA (Tenants) on the other part, have entered into Lease Agreement in respect of Farm No.980 situated at Magome, Ndengisvili Villages, in Kilolo District. Pursuant to that, we HEREBY SUBMIT the Lease Agreement for registration and APPLY for the issue of a Sub-title to the said Company, in respect of the said Land which is registered under the above Certificate of Title.

SEALED with the COMMON SEAL of the

Said TANZANIA INVESTMENT CENTRE and

DELIVERED in the presence of us this 2nd

Day of February 2012

Name RAMONDA RIBIKINYI

Signature [Signature]

Postal Address 938 DAR ES SALAAM

Qualification AGRICULTURE OFFICER



SCHEDULE

All that land known as Farm No. 975 at Magome and Ndengisivili villages in Kilolo District containing one hundred twenty one decimal point four nine zero (121.490) hectares shown for identification only edged red on the plan attached to this Certificate and defined on registered survey plan numbered 65000 deposited at the Office of the Director for Surveys and Mapping in Dar es Salaam

GIVEN under my hand and official seal the day and year first above written.

  
ASSISTANT COMMISSIONER FOR LANDS

The within named TANZANIA INVESTMENT CENTRE hereby accept the terms and condition contained in the foregoing Certificate of Occupancy

SEALED with the COMMON SEAL on the said )  
TANZANIA INVESTMENT CENTRE and )  
DELIVERED in the presence of us this 11<sup>th</sup> )  
day of February, 2012 )

Signature:  )

Postal Address: 938 )

Qualification: AGRI. ENG. & MGR. DIRECTOR )

Signature:  )

Postal Address: 938 )

Qualification: LEGAL AFFAIRS MANAGER )



Name: ALICE M. MUSA  
Signature: [Signature]  
Postal Address: 930 USAMAMU  
Qualification: LEGAL SERVICES PROVIDER

SEALED with the COMMON SEAL of the Said )  
M/S NEW FOREST COMPANY (TANZANIA) )  
LIMITED and DELIVERED in the presence of us )  
this 27TH day of JANUARY 2012)

Name: MATIAS A. MUA  
Signature: [Signature]  
Postal Address: PO Box 2610, TANGA  
Qualification: DIRECTOR

Name: Matias Vincent MUSA  
Signature: [Signature]  
Postal Address: PO Box 2610, TANGA  
Qualification: ADMINISTRATION OFFICER

# KILOLO DISTRICT

N

Locality	Magome Ndengisivil village
Farm No.	975
L.O. No.	376542
Area.	121.490 Ha



This plan prepared in Accordance with the Registered Plan No. 65800

is approved for the purposes of the Land Registration Ordinance

Director of Survey and Mapping *[Signature]* Date 17.08.2011

Ministry of Land Housing and Human Settlement Development D'Salaam.

The issue of this plan implies no guarantee of admission of title by the Government

file 973

HANDLING OVER NOTE-DISPATCH MEMO

LHT No.44575

Farm No.973 situated at Isele &  
Kisinga Village,  
Kilolo District.

I, NYACHIA ROBERT WARUCHA of P.O. Box TEL. +255 754580059  
DAR ES SALAAM being CSR MANGER of NEW FOREST COMPANY  
LTD do hereby accept that I have collected Derivative Title No.44575  
for the above mentioned farm on behalf of NEW FOREST COMPANY  
LTD from TANZANIA INVESTMENT CENTRE for the sole purpose  
of delivering it to The Directors of NEW FOREST COMPANY LTD for  
safe keeping.

Received by: ~~NYACHIA R. WARUCHA~~ Signature: 

Dispatched by: JOSEPH SBATINAMANI Signature: 

Date: 10/09/2018

UNITED REPUBLIC OF TANZANIA  
MINISTRY OF LANDS, RURAL SETTLEMENTS DEVELOPMENT



OFFICE OF THE REGISTRAR OF TITLES,  
SOUTHERN PROVINCES ZONE,  
OF P.O. BOX 1984,  
MBEYA

Sept 2011

Telephone: 01002318

In reply please quote:

Ref. No. 28/17/24/11

To: *44575-MB/KR/2*  
*Forest Company*  
*LIMITED P.O. BOX 2610*  
*KIWA*

ON THE LAND REGISTRATION ACT (CAP 150)

REF. NO. *44575-MB/KR/2* AND NO *376757*

PLOT NO. *973* VILLAGE *KIWA* AND *KISINGA*  
VILLAGE *KIWA* DISTRICT

I have the honor to enclose herewith duplicate of the Certificate of Title numbered as above please

I have the honor to refer to letter referenced \_\_\_\_\_ from the Assistant  
Commissioner for Lands dated \_\_\_\_\_ and enclosures therein.

I, Having been registered, enclosed herewith find the counter part of Certificate of Title number as above for your safe  
custody.

I have the honor to be Sir/Madam

Your Obedient Secretary

*[Signature]*  
PRINCIPAL ASSISTANT REGISTRAR OF TITLES

TANZANIA

THE LAND ACT 1999  
(NO. 4 OF 1999)

CERTIFICATE OF OCCUPANCY

(Under Section 29)

  
 Date 30-8-2018

Date of Issue:

Title Number: 47423-MB/LA

Land Office Number: 374757

Land: FARM NO. 973 ISELE & KISINGO VILLAGE

TITLE NO: 42423-MBY-LB-  
 REGISTERED 12-9-2017  
 AT 11:00am

*[Signature]*  
 Registrar of Titles



GROUPED BY: 454106/-  
 Land Form 22  
 PAY REVENUE RECEIPT No. 10137013  
12-3-2015

*[Signature]*  
 District Officer

THE UNITED REPUBLIC OF TANZANIA  
 THE LAND ACT, 1999  
 (NO. 4 OF 1999)  
 CERTIFICATE OF OCCUPANCY  
 (Under Section 29)

CHECKED TRUE COPY

*[Signature]*  
 District Officer

Date 30-9-2018

Title No: 42423-MBY-LB-  
 L.O.No: 376757  
 L.D. No: KLD/820

The 11<sup>th</sup> day of September Two thousand and Seventeen

THIS IS TO CERTIFY that THE TANZANIA INVESTMENT CENTRE of P.O.BOX 938, DAR ES SALAAM established under the Investment Act No.26 of 1997 (hereinafter called "the Occupier") is entitled to the Right of Occupancy (hereinafter called "the Right") in and over the land described in the Schedule hereto (hereinafter called "the Land") for a term of ninety nine years from the first day of January, Two thousand and seventeen according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution thereof or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of June, 2017 shall thereafter pay rent of shillings three million six hundred seventy seven thousand eight hundred (3,677,800) a year in advance on the first day of July in every year of the term without deduction PROVIDED that the rent may be revised by the Commissioner for Lands.
2. **USFR:** The land shall be used for Plant and Animal Husbandry Use Group 'R' use classes (a), (b) and (c), Ecological Fragile Lands for Conservation Use Group (T) use classes (b) and (c) as defined in the Town and Country Planning (Use Classes) Regulations, 1990 as amended in 1993.

3. The Occupier shall:-

- (i) Plant trees all round the farm boundaries
- (ii) Demarcate the boundaries of the land to the satisfaction of the Kilolo District Council (hereinafter called "the Authority") and thereafter to maintain such demarcation that the boundaries are always easily identifiable.
- (iii) Do everything necessary to preserve the environment and protect the soil fertility and prevent soil erosion on the land and use the land so as not to cause soil erosion outside its boundaries and do all things which may be required by the authorities responsible for agriculture and environment to achieve such objective.
- (iv) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons will have to be re-established at any time at the Occupier's expenses as assessed by the Director responsible for Surveys and Mapping.

4. The following are the rights of the occupier

- a) The permanent, exclusive rights to the land, the subject of the right of Occupancy against all persons other than the Commissioner
- b) The Right shall confer no water right.

5. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.

6. The Occupier shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with all premiums, taxes and dues prescribed in connection with the disposition.

7. The President may revoke the right for good cause or in public interest.

  
30-8-2015

SCHEDULE

ALL that land known as Farm No. 973 Isale and Kisings Villages at Kilolo District containing three thousand six hundred seventy seven decimal point eight two two (3677.822) hectares shown for identification only edged red on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 83705 deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

Given under my hand and my official seal the day and year first above written.



Assistant Commissioner for Lands

We, the within named TANZANIA INVESTMENT CENTRE hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SEALED with the COMMON SEAL by the said )  
TANZANIA INVESTMENT CENTRE )  
who is this 20th day of March 2017. )

Witness's:

Name: CHIFORO A. TANDORI )

Signature: [Signature] )

Postal Address: P.O. Box 987 Dar )

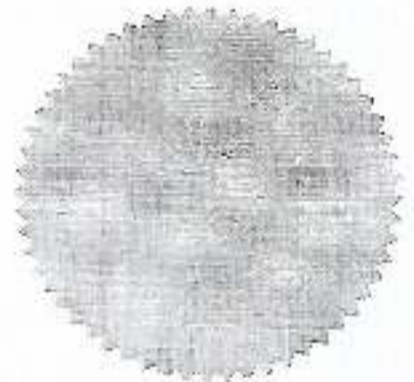
Qualification: AGING INVESTMENT MANAGER )

Name: [Signature] )

Signature: [Signature] )

Postal Address: P.O. Box 987 Dar )

Qualification: AGING INVESTMENT MANAGER )



LEASE HOLD AGREEMENT  
29423-mbyll

30-8-2018 9:00am  
TO: NEW FOREST COMPANY  
LIMITED OF P O BOX 1670  
KINRAE FOR TERM OF  
97 FROM 1<sup>st</sup> January 2018

*[Signature]*

Stamp Duty Certificate  
*[Signature]*  
Stamp Duty Officer  
Date 30-8-2018

BERANGANYUKA STAMP DUTY OFFICE  
Stamp Duty Amt: 1000/-  
and Stamp Duty No: 99005733253  
30-8-2018  
*[Signature]*  
Stamp Duty Officer

BERANGANYUKA STAMP DUTY OFFICE  
Stamp Duty Amt: 18545/-  
and Stamp Duty No: 99005733253  
30-8-2018  
*[Signature]*  
Stamp Duty Officer





## TANZANIA INVESTMENT CENTRE

### LEASEHOLD AGREEMENT

(Issued under Section 20 of the Land Act, Cap. 113 R.E.2002)

Date of Issue:

Land Office Number:

Land Description:

**TANZANIA INVESTMENT CENTRE**

**THE LAND ACT**  
(No. 4 of 1999)

**DERIVATIVE RIGHT**  
(Under Section 20)

Title No. 42423 MBYLR

L.O. No. 376737

L.D. No: KLD/820

Made and entered into this 21<sup>st</sup> day of April 2018.

BETWEEN

**TANZANIA INVESTMENT CENTRE**

A body corporate established under The Tanzania Investment Act, 1997 (Act No. 26 of 1997) by order published in the Official Gazette as Government Notice no. 291 of 1997; of P.O Box 938 DAR ES SALAAM (hereinafter referred to as the "LESSOR") on the one part

AND

**NEW FOREST COMPANY (T) LIMITED**

of P.O Box 2610, IRINGA and having certificate of incentives No. 010226-01 (hereinafter referred to as the "LESSEE") on the other part.

**THIS LEASE WITNESSES** as follows:

WHEREAS the Lessor is the holder of a Right of Occupancy registered in the Land Registry at MBEYA under Title No. 42423 MBYLR in respect of land within Farm No. 973, situated at Isele and Kisinga Villages in Kilolo District and in the terms thereof is authorized to grant leases, the Lessor hereby demises unto the Lessee the land being more fully described in the schedule hereto for a term of ninety-seven years commencing on the first day of January, two thousand and eighteen and expiring on the of thirty first day of December, two thousand one hundred and fifteen subject to the provisions of the Land Act No. 4 of 1999 and regulations made thereunder and subject to the following conditions:

The Land shall be used for Plant and Animal Husbandry Use Group 'R' use classes (a), (b) and (c); Ecological Fragile Lands for Conservation Use Group 'T' use classes (b) and (c) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.

**PART A: THE LESSEE SHALL:**

1. **HAVING** paid in advance a total sum of **TZS 3,577,800/-** being an annual Land Rent for the year 2016/2017, plus ten per cent of the same (i.e. **TZS 367,780/-**); as TIC facilitation fees, pay subsequent annual land rents payable on the first day of July in every year, as assessed by the Commissioner for Lands or Authorized Officer.
2. **BE** required to pay any and all costs arising herefrom and in particular:
  - (i) Any fees or stamp duties which may be discovered to be payable in connection with the Lease;
  - (ii) An amount or amounts levied by the duly authorized institutions by way of rates or like local property taxes;
  - (iii) An amount or amounts equal to any rates or like levy paid by the Lessor in respect of the Land or improvements thereon;
3. **DEVELOP** the land by establishing modern integrated and sustainable agroforest project which includes saw mill and pole plantations further to plant trees all the farm boundaries.
4. **DEMARCAT**E the boundaries of the land in satisfaction of the Kilolo District Council (hereinafter called "the Authority") and thereafter to maintain such demarcation that boundaries are always easily identifiable.
5. **BE RESPONSIBLE** for:
  - i. Preserving the environment and protecting the soil against soil erosion and do all things which may be required by the authorities responsible for environment, to achieve such objective.
  - ii. The protection of all beacons on the Land throughout the term of the Lease. Missing beacons will have to be re-established at any time at the Lessee's expense as assessed by the Director responsible for Survey and Mapping.

6. **HAVE** the following rights:
  - i. Permanent exclusive rights to the leased land, against all persons other than the Lessor and authorized government officers who seek access to the leased land for official duties.
  - ii. To apply for water permit from relevant authorities, since this lease shall confer no water rights.
7. **NOT** make any disposition to the leased land without prior consent of the lessor. In case of seeking the Lessor's consent regarding mortgaging of the respective land, the Lessee should present to the lessor a project evaluation report showing that the level of development on the land is at least 60% of the total investment cost as indicated in the investor's Business Plan.
8. **SUBJECT** to the foregoing conditions, enjoy permanent and exclusive rights of the leased land throughout the term of the Lease.
9. **YIELD** up the Lessor the Land and improvement in good order and condition upon determination of the Lease by affliction of time or otherwise.

**PART B. THE LESSOR SHALL:**

1. **ENSURE** that the Lessee paying rent and other charges hereby reserved in PART "A" Clause (1) hereof and complying with other terms and conditions hereinbefore contained shall peacefully and quietly hold and enjoy the land and improvements during the said term without interruption from the Lessor or any other person claiming under or in trust for the Lessor.
2. **UPON** breach by the Lessee of any of the foregoing terms and conditions re-enter upon the land and improvements thereon and forfeit the Lease and immediately thereupon the said term shall absolutely determine and whenever this power of re-entry and forfeiture shall arise the Lessor shall serve upon the Lessee a written notice specifying the nature and extent of the breach and requiring the Lessee to remedy the breach within the time to be specified in the said notice and also the action to be taken by the Lessor if the breach is not remedied within the specified period.

**PART C: ARBITRATION**

In the event of any dispute arising between the parties hereto in respect hereof either the Lessor or the Lessee may commence arbitration proceedings in conformity with the provision of Section 23 of the Tanzania Investment Act, 1997 or under the provision of the Arbitration Ordinance, Cap 15 of the Laws of Tanzania.

We, the within-named **NEW FOREST COMPANY (T) LIMITED** hereby accept the terms and conditions contained in the forgoing Lease Agreement.

**SCHEDULE**

All that Land known as Farm No. 975 situated at Isele and Kisinga Villages in Kilolo District measuring three thousand six hundred seventy-seven decimal point eight two two (3677.822) hectares, shown for identification only edged black on the plan attached to this Lease Agreement and defined on the registered Survey Plan Numbered 88705 deposited at the Office responsible for Surveys and Mapping at Dar es Salaam.

SEALED with the COMMON SEAL of the said NEW FOREST COMPANY (T) LIMITED and DELIVERED in the presence of us this 12th day of AUGUST, 2018]

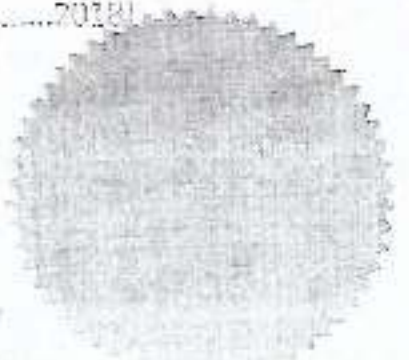
Signature [Signature]  
Postal Address P.O. Box 2510 - TRININGA  
Qualification DIRECTOR

Signature [Signature]  
Postal Address P.O. Box 2510, TRININGA  
Qualification COMPANY SECRETARY

SEALED with the COMMON SEAL of the said TANZANIA INVESTMENT CENTRE and DELIVERED in the presence of us this 21 day of AUGUST, 2018]

Signature [Signature]  
Postal Address 932 DOT  
Qualification Executive Director

Signature [Signature]  
Postal Address P.O. Box 932 DOT  
Qualification Executive Director



2923 m BUB  
30-8-2018  
9:00 AM  
P. H. H. y

1000/-  
9900573257  
30-8-2018  
P. H. H. y

1832/-  
9900573257  
30-8-2018  
P. H. H. y

1000/-

1000/-

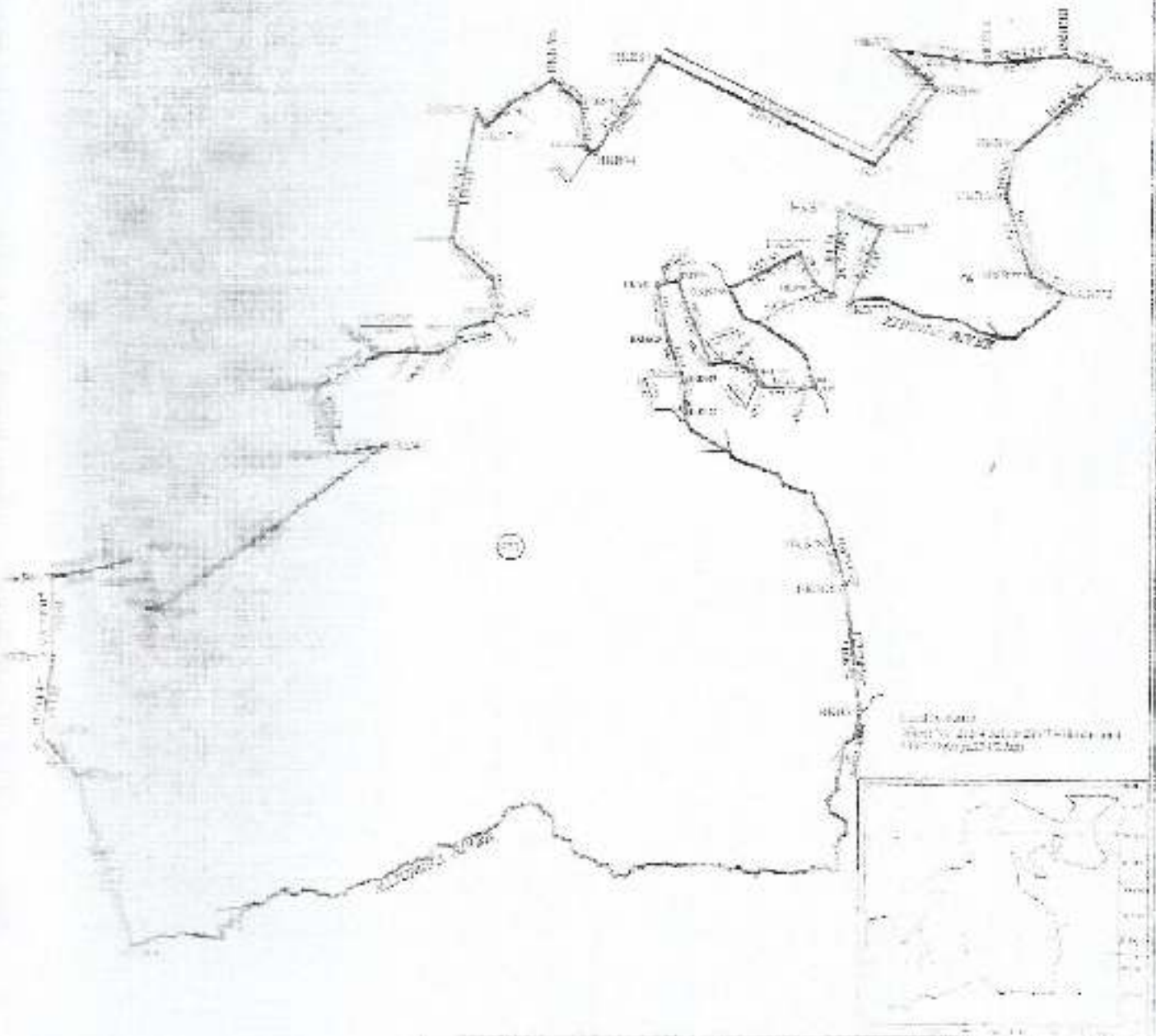
# KILOLO DISTRICT

Locality, ISELE & NISING'A village

Farm No. 973

L.O. No. 276757

Area 5677.822 Ha



Scale 1:50,000  
Sheet No. 212 + 213 + 214 + 215 + 216 + 217 + 218 + 219 + 220 + 221 + 222 + 223 + 224 + 225 + 226 + 227 + 228 + 229 + 230 + 231 + 232 + 233 + 234 + 235 + 236 + 237 + 238 + 239 + 240 + 241 + 242 + 243 + 244 + 245 + 246 + 247 + 248 + 249 + 250 + 251 + 252 + 253 + 254 + 255 + 256 + 257 + 258 + 259 + 260 + 261 + 262 + 263 + 264 + 265 + 266 + 267 + 268 + 269 + 270 + 271 + 272 + 273 + 274 + 275 + 276 + 277 + 278 + 279 + 280 + 281 + 282 + 283 + 284 + 285 + 286 + 287 + 288 + 289 + 290 + 291 + 292 + 293 + 294 + 295 + 296 + 297 + 298 + 299 + 300 + 301 + 302 + 303 + 304 + 305 + 306 + 307 + 308 + 309 + 310 + 311 + 312 + 313 + 314 + 315 + 316 + 317 + 318 + 319 + 320 + 321 + 322 + 323 + 324 + 325 + 326 + 327 + 328 + 329 + 330 + 331 + 332 + 333 + 334 + 335 + 336 + 337 + 338 + 339 + 340 + 341 + 342 + 343 + 344 + 345 + 346 + 347 + 348 + 349 + 350 + 351 + 352 + 353 + 354 + 355 + 356 + 357 + 358 + 359 + 360 + 361 + 362 + 363 + 364 + 365 + 366 + 367 + 368 + 369 + 370 + 371 + 372 + 373 + 374 + 375 + 376 + 377 + 378 + 379 + 380 + 381 + 382 + 383 + 384 + 385 + 386 + 387 + 388 + 389 + 390 + 391 + 392 + 393 + 394 + 395 + 396 + 397 + 398 + 399 + 400 + 401 + 402 + 403 + 404 + 405 + 406 + 407 + 408 + 409 + 410 + 411 + 412 + 413 + 414 + 415 + 416 + 417 + 418 + 419 + 420 + 421 + 422 + 423 + 424 + 425 + 426 + 427 + 428 + 429 + 430 + 431 + 432 + 433 + 434 + 435 + 436 + 437 + 438 + 439 + 440 + 441 + 442 + 443 + 444 + 445 + 446 + 447 + 448 + 449 + 450 + 451 + 452 + 453 + 454 + 455 + 456 + 457 + 458 + 459 + 460 + 461 + 462 + 463 + 464 + 465 + 466 + 467 + 468 + 469 + 470 + 471 + 472 + 473 + 474 + 475 + 476 + 477 + 478 + 479 + 480 + 481 + 482 + 483 + 484 + 485 + 486 + 487 + 488 + 489 + 490 + 491 + 492 + 493 + 494 + 495 + 496 + 497 + 498 + 499 + 500 + 501 + 502 + 503 + 504 + 505 + 506 + 507 + 508 + 509 + 510 + 511 + 512 + 513 + 514 + 515 + 516 + 517 + 518 + 519 + 520 + 521 + 522 + 523 + 524 + 525 + 526 + 527 + 528 + 529 + 530 + 531 + 532 + 533 + 534 + 535 + 536 + 537 + 538 + 539 + 540 + 541 + 542 + 543 + 544 + 545 + 546 + 547 + 548 + 549 + 550 + 551 + 552 + 553 + 554 + 555 + 556 + 557 + 558 + 559 + 560 + 561 + 562 + 563 + 564 + 565 + 566 + 567 + 568 + 569 + 570 + 571 + 572 + 573 + 574 + 575 + 576 + 577 + 578 + 579 + 580 + 581 + 582 + 583 + 584 + 585 + 586 + 587 + 588 + 589 + 590 + 591 + 592 + 593 + 594 + 595 + 596 + 597 + 598 + 599 + 600 + 601 + 602 + 603 + 604 + 605 + 606 + 607 + 608 + 609 + 610 + 611 + 612 + 613 + 614 + 615 + 616 + 617 + 618 + 619 + 620 + 621 + 622 + 623 + 624 + 625 + 626 + 627 + 628 + 629 + 630 + 631 + 632 + 633 + 634 + 635 + 636 + 637 + 638 + 639 + 640 + 641 + 642 + 643 + 644 + 645 + 646 + 647 + 648 + 649 + 650 + 651 + 652 + 653 + 654 + 655 + 656 + 657 + 658 + 659 + 660 + 661 + 662 + 663 + 664 + 665 + 666 + 667 + 668 + 669 + 670 + 671 + 672 + 673 + 674 + 675 + 676 + 677 + 678 + 679 + 680 + 681 + 682 + 683 + 684 + 685 + 686 + 687 + 688 + 689 + 690 + 691 + 692 + 693 + 694 + 695 + 696 + 697 + 698 + 699 + 700 + 701 + 702 + 703 + 704 + 705 + 706 + 707 + 708 + 709 + 710 + 711 + 712 + 713 + 714 + 715 + 716 + 717 + 718 + 719 + 720 + 721 + 722 + 723 + 724 + 725 + 726 + 727 + 728 + 729 + 730 + 731 + 732 + 733 + 734 + 735 + 736 + 737 + 738 + 739 + 740 + 741 + 742 + 743 + 744 + 745 + 746 + 747 + 748 + 749 + 750 + 751 + 752 + 753 + 754 + 755 + 756 + 757 + 758 + 759 + 760 + 761 + 762 + 763 + 764 + 765 + 766 + 767 + 768 + 769 + 770 + 771 + 772 + 773 + 774 + 775 + 776 + 777 + 778 + 779 + 780 + 781 + 782 + 783 + 784 + 785 + 786 + 787 + 788 + 789 + 790 + 791 + 792 + 793 + 794 + 795 + 796 + 797 + 798 + 799 + 800 + 801 + 802 + 803 + 804 + 805 + 806 + 807 + 808 + 809 + 810 + 811 + 812 + 813 + 814 + 815 + 816 + 817 + 818 + 819 + 820 + 821 + 822 + 823 + 824 + 825 + 826 + 827 + 828 + 829 + 830 + 831 + 832 + 833 + 834 + 835 + 836 + 837 + 838 + 839 + 840 + 841 + 842 + 843 + 844 + 845 + 846 + 847 + 848 + 849 + 850 + 851 + 852 + 853 + 854 + 855 + 856 + 857 + 858 + 859 + 860 + 861 + 862 + 863 + 864 + 865 + 866 + 867 + 868 + 869 + 870 + 871 + 872 + 873 + 874 + 875 + 876 + 877 + 878 + 879 + 880 + 881 + 882 + 883 + 884 + 885 + 886 + 887 + 888 + 889 + 890 + 891 + 892 + 893 + 894 + 895 + 896 + 897 + 898 + 899 + 900 + 901 + 902 + 903 + 904 + 905 + 906 + 907 + 908 + 909 + 910 + 911 + 912 + 913 + 914 + 915 + 916 + 917 + 918 + 919 + 920 + 921 + 922 + 923 + 924 + 925 + 926 + 927 + 928 + 929 + 930 + 931 + 932 + 933 + 934 + 935 + 936 + 937 + 938 + 939 + 940 + 941 + 942 + 943 + 944 + 945 + 946 + 947 + 948 + 949 + 950 + 951 + 952 + 953 + 954 + 955 + 956 + 957 + 958 + 959 + 960 + 961 + 962 + 963 + 964 + 965 + 966 + 967 + 968 + 969 + 970 + 971 + 972 + 973 + 974 + 975 + 976 + 977 + 978 + 979 + 980 + 981 + 982 + 983 + 984 + 985 + 986 + 987 + 988 + 989 + 990 + 991 + 992 + 993 + 994 + 995 + 996 + 997 + 998 + 999 + 1000

This plan prepared in accordance with the Registered Plan No. 22222

Scale 1:50,000

**TANGANYIKA**

*The Land Registration Ordinance (Cap. 334 of the Laws)*



LEASE HOLD TITLE  
**CERTIFICATE OF TITLE TO RIGHT OF OCCUPANCY**


This is to certify that the annexed <sup>certified copy</sup> Certificate of Occupancy dated

the *Twenty Third* day of *January*, 20*12*

is registered in the Land Registry under Title No. 21115-MBYLR

Copies of the subsisting entries in the register are written

Dated the *Twenty Seventh* day of *March* 20*12*

  
Principal Assistant Registrar of Title

Title No. 21744-MBYLR

Description of registered land.

ALL THAT land known as Parc NG. 972 at Magoni, Kidobaga and Idete Village in Kilolo District containing Two thousand two hundred ninety five decimal point three three (2295.33) hectares shown for identification only edged red on the plan

THE UNITED REPUBLIC OF TANZANIA  
MINISTRY OF LANDS, HOUSING AND HUMAN SETTLEMENTS DEVELOPMENT

Telegram: MSAJILI\*  
Telephone: 2502318  
Fax: 250-3169



Office of The Registrar of Titles,  
Zonal Land Registry,  
P.O.Box 2984,  
MBEYA.

In reply please quote:

Ref. No. LR/MBYITI/21744-MBYLR/3


03<sup>rd</sup> March 2012

To: THE NEW FOREST COMPANY  
TANZANIA LIMITED  
P.O. Box 2310 TRINGA

THE LAND REGISTRATION ACT (CAP.334)

TITLE NO.; 21744-MBYLR L.O.NO. 37645  
FARM NO. 972 BLOCK KUARAGA AND IDETE VILLAGE

I have the honour to enclosed herewith duplicate of the Certificate of Title Numbered as above please.

  
PRINCIPAL ASSISTANT REGISTRAR OF TITLES

Copy to: Commissioner for Lands  
NB

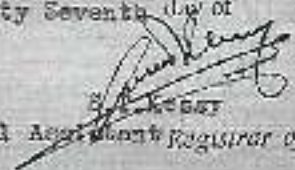
This is to certify that the annexed <sup>certified copy</sup> Certificate of Title dated

the Twenty Third day of January, 2012

is registered in the Land Registry under Title No. 21115-MBYLR

Copies of the subsisting entries in the register are within

Dated the Twenty Seventh day of March 2012

  
Principal Assistant Registrar of Title

Title No. 21744-MBYLR

Description of registered land

Ad. F&E Land known as Farm No. 972 at Magoas, Kuaraga and

Idete Village in Kibicho District containing Two thousand



## TANZANIA INVESTMENT CENTRE

### LEASEHOLD AGREEMENT

(Issued under Section 20 of the Land Act, Cap. 113 R.E.2002)


Date of Issue:

Land Office Number:

Land Description:

**ENTRIES IN THE REGISTER**  
**TITLE NO. 21744-KB718**

LEASEHOLD AGREEMENT No. .... Registered <u>27-2-2012</u> at <u>9.00</u> m To. <u>M/S NEW FORBSE COMPANY BANZANIA LIMITED of P.O. BOX 2610, DRENGA</u>	No. .... Registered ..... at ..... m To. ....
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 Asst. Registrar of Titles	..... Asst. Registrar of Titles
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No. .... Registered ..... at ..... m To. ....	No. .... Registered ..... at ..... m To. ....
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..... Asst. Registrar of Titles	..... Asst. Registrar of Titles
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No. .... Registered ..... at ..... m To. ....	No. .... Registered ..... at ..... m To. ....
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..... Asst. Registrar of Titles	..... Asst. Registrar of Titles
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No. .... Registered ..... at ..... m To. ....	No. .... Registered ..... at ..... m To. ....
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..... Asst. Registrar of Titles	..... Asst. Registrar of Titles
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**TANZANIA INVESTMENT CENTRE**

**THE LAND ACT**  
(No. 4 of 1999)

**DERIVATIVE RIGHT**  
(Under Section 20)

C.T. No. 21115 - MBYLR  
L.O. No. 376543  
L.D. No. KLD/818

Made and entered into this 2<sup>nd</sup> day of February, 2012.

BETWEEN

**TANZANIA INVESTMENT CENTRE**

A body corporate established under THE INVESTMENT ACT, 1997 (ACT No. 26 of 1997) by order published in the Official Gazette as Government Notice No. 291 of 1997, (Hereinafter referred to as "the Lessor") on the one part

AND

**M/S NEW FOREST COMPANY (TANZANIA) LIMITED** of P.O Box 2610, IRINGA  
(Hereinafter referred to as "the Lessee") on the other part.

**THIS LEASE WITNESSES** as follows:

**WHEREAS** the Lessor is the holder of a Right of Occupancy registered in the Land registry at Mbeya, under Title No. 21115 - MBYLR in respect of land within Farm No. 972, measuring two thousand two hundred ninety five decimal point three three (2295.33) hectares, situate at Magome, Kidabaga, and Idete villages, in Kilolo District; and in the terms thereof is authorized to grant leases, the Lessor hereby demises unto the Lessee the Land being more fully described in the schedule hereto for a term of 98 years commencing on the first day of July, two thousand and eleven, and expiring on the thirty first day of October, two thousand, one hundred and ten subject to the provisions of the Land Act No. 4 of 1999 and regulations made thereunder and subject to the following conditions:-

The Land shall be used for **Forest Purposes Only**; Use Group 'R' use class (c) and (d) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993

**PART A: THE LESSEE SHALL:**

1. **PAY** in advance to the Lessor an annual Land Rent amounting to shillings 1,147,700.00 plus ten per cent thereto as facilitation fees, making a total of shillings 1,262,470.00 (one million, two hundred, sixty two thousand four hundred and seventy) only, payable on the first day of July in every year of the term without deduction, provided that the rent may be revised by the Lessor.
2. **BE** liable to pay any and all costs arising herefrom and in particular;
  - (i) Any fees or stamp duties which may be discovered to be payable in connection with the Lease;
  - (ii) An amount or amounts levied by the duly authorized institutions by way of rates or like local property taxes;
  - (iii) An amount or amounts equal to any rates or like levy paid by the Lessor in respect of the Land or improvements thereon;
- **DEVELOP** the land by constructing a transmission pole treatment plant for production of treated poles.
- **DEMARCAT**E the boundaries of the Land to the satisfaction of the Kilolo District Council and thereafter to maintain/protect, such demarcation so that the boundaries are always easily identifiable. Furthermore, protect all beacons throughout the term of the Lease. Missing beacons will have to be re-established at any time at the Lessee's expenses as assessed by the Director responsible for Surveys and Mapping.
3. **BE** responsible for preserving the environment and protecting the soil and soil fertility against soil erosion; and use the land as not to cause soil erosion outside its boundaries; and do all things which may be required by the authorities responsible for agriculture and environment to achieve such objective.
4. **SUBJECT** to the foregoing conditions, enjoy permanent and exclusive rights of the leased land throughout the term of the Lease, save for water rights.
5. **YIELD** up the Lessor the Land and improvement in good order and condition upon determination of the Lease by affliction of time or otherwise.

**PART B: THE LESSOR SHALL:**

1. **ENSURE** that the Lessee paying Land Rent and other charges hereby reserved in PART "A" Clause "1" hereof, and complying with other terms and conditions hereinbefore contained, shall peacefully hold and enjoy the land during the said term without interruption from the Lessor or any other person claiming under or in trust of the Lessor.
2. **UPON** breach by the Lessee of any of the foregoing terms and conditions, the Lessor shall serve upon the Lessee a written notice specifying the nature and extent of the breach within the time to be specified in the said notice and also the action to be taken by the Lessor, if the breach is not remedied within the specified period.

**PART C: ARBITRATION:**

In the event of any dispute arising between the parties that is Lessor or Lessee hereto in respect thereof, either of the parties to the Lease may commence arbitration proceedings in conformity with the provision of section 23 of the Tanzania Investment Act, 1997 or under the provision of the Arbitration Ordinance, Cap. 15 of the Laws of Tanzania.

We, the within-named **M/S NEW FOREST COMPANY (TANZANIA) LIMITED** of P.O Box 2610, **IRINGA** hereby accept the terms and conditions contained in the foregoing Lease Agreement.

**SCHEDULE**

ALL that land known as Farm No. 972, measuring two thousand two hundred ninety five decimal point three three (2295.33) hectares, situating at Magoma, Kidabaga and Idete villages, in Kilolo District; and shown for identification only edged red on the plan attached to this Certificate and defined on the Registered Survey Plan Numbered 67191 deposited at the Office of the Director for Surveys and Mapping at Dar es salaam.

SEALED with the COMMON SEAL of the said  
M/S NEW FOREST COMPANY (TANZANIA) LIMITED of P.O. Box 2610,  
IRINGA and DELIVERED in the presence of us this 2<sup>nd</sup> day of  
JANUARY 2012

Signature: [Signature] }

Postal Address: PO BOX 2610, IRINGA }

Qualification: DIRECTOR }

Signature: [Signature] }

Postal Address: PO BOX 2610, IRINGA }

Qualification: ADMINISTRATION OFFICER }

SEALED with the COMMON SEAL of the said  
TANZANIA INVESTMENT CENTRE and DELIVERED in our presence  
of us this 2<sup>nd</sup> day of February 2012

Signature: X [Signature] }

Postal Address: 938 }

DAR ES SALAAM }

Qualification: ACTING EXECUTIVE DIRECTOR }

Signature: [Signature] }

Postal Address: 938 }

DAR ES SALAAM }

Qualification: LEGAL AFFAIRS MANAGER }



KILOLO DISTRICT

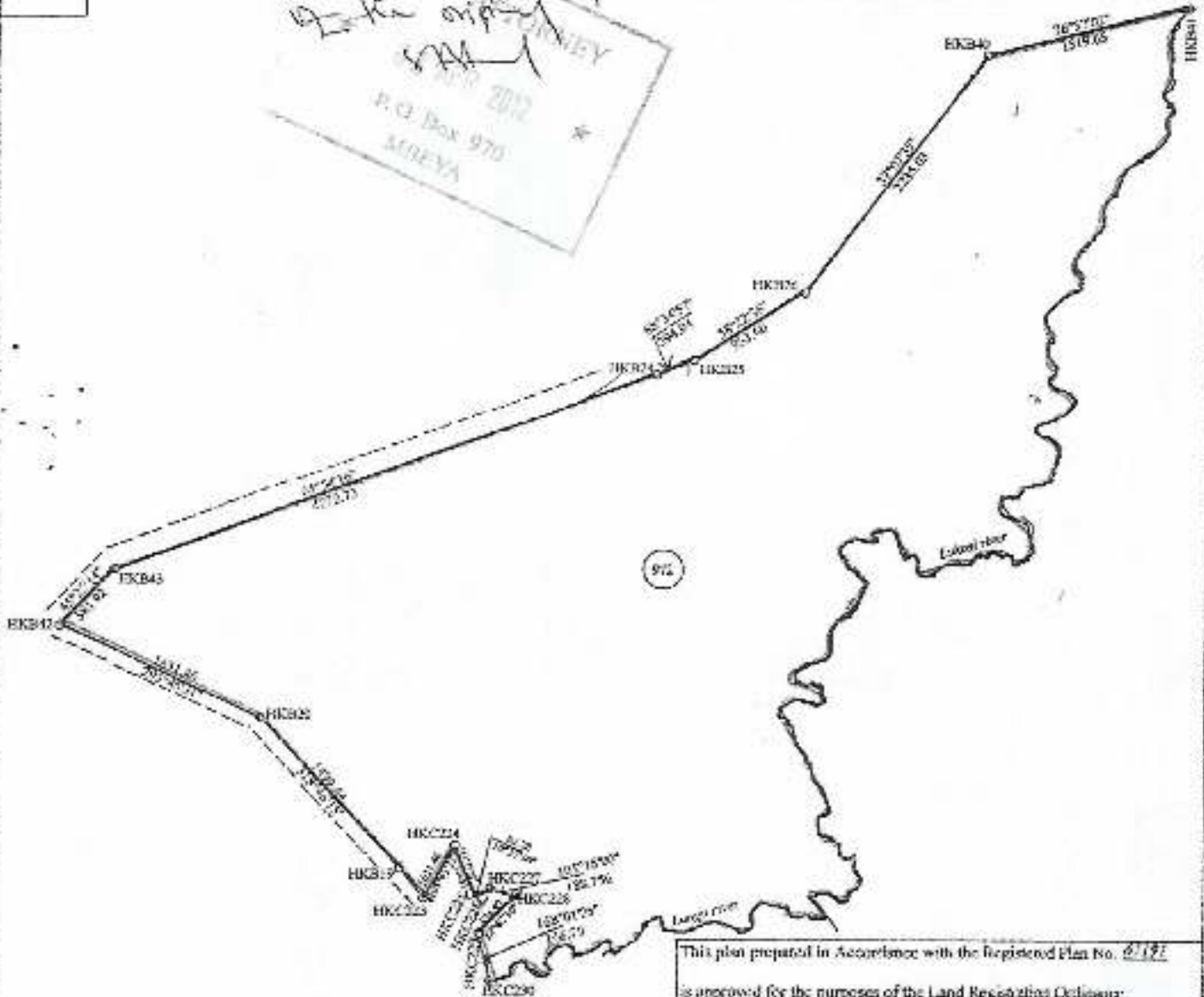
Locality: Magome, Kidabaga and Idete villages

Farm No. 972

L.O. No. 376543

Area. 2295.33 Ha

*Authenticated since 1977  
Luka original  
S.M.A.  
2012  
P.O. Box 970  
MUREYA*



This plan prepared in accordance with the Registered Plan No. 67191  
is approved for the purposes of the Land Registration Ordinance.  
Director of Survey and Mapping, *[Signature]* 17/08/11  
Ministry of Land Housing and Human Settlement Development D'Salaam.

The issue of this plan implies no guarantee or admission of title by the Government.

DOCUMENTS No: 14988-MBYLR  
27-2-2012  
9.00 am  
  
Registrar of Titles  


TANGANYIKA STAMP DUTY ACT  
Stamp Duty Slit 100/=  
Stamp Duty Receipt No. 42058021  
26-3-2012  
  
Stamp Duty Officer

TANGANYIKA STAMP DUTY ACT  
Stamp Duty No. 500/=  
Stamp Duty Receipt No. 42058021  
26-3-2012  
  
Stamp Duty Officer

Land Form 2

TANZANIA

THE LAND ACT 1999  
(NO. 4 OF 1999)

**CERTIFICATE OF OCCUPANCY**

*(Under Section 19)*

Certified True Copy

*[Signature]*

23/10/2000 Registrar of Land

19.09.2000

Date of Issue:

Title Number: 19210-MBYLR

Land Office Number: 455633.

Land: FARM NO. 980 LUNDANGWE IN KUBOLO DISTRICT

Term: NINETY NINE YEARS

Certified True Copy  
 Secretary, Registrar of Titles  
 Date 19.09.2011

(b) Do everything necessary to preserve the environment and protect the soil and preserve soil fertility and prevent soil erosion on the land and use the land so as not to cause soil erosion outside its boundaries and do all things which may be required by the authorities responsible for agriculture and environment to achieve such objective.

(c) Be responsible for the protection of all beacons on the throughout the term of the Right. Missing beacons will have to be re-established at any time at the Occupier expenses as assessed by the authority responsible for Surveys and Mapping.

4. The following are the rights of the occupiers:-

(a) The permanent, exclusive rights to the land, the subject of the right of occupancy against all persons other than the Commissioner.

(b) The Right shall confer no water rights.

5. The occupier shall create derivative right for purposes of investment as provided under section 20 of the Land Act, 1999.

6. The Occupier shall deliver to the Commissioner for Lands notification of disposition in prescribed form before or at the time the disposition is carried out together with the payment of all premia taxes and dues prescribed in connection with the disposition.

7. The President may revoke the Right of Occupancy for good cause and or in the public interest.

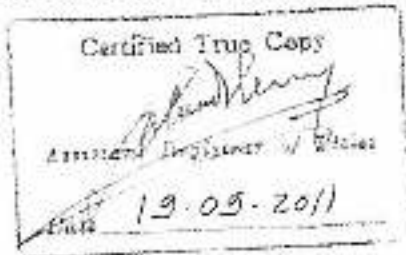
Stamp Duty 800/- ACT  
 42057555  
 19.09.2011  
 Stamp Duty Officer

Stamp Duty 200/- ACT  
 42057555  
 19.09.2011  
 Stamp Duty Officer

SCHEDULE

ALL that land known as Farm No 980 situated at Lundamatwe in Kilolo District containing thirteen decimal point two seven (13.27) Hectares shown for identification only edged red on the plan attached to this Certificate and defined on registered survey plan numbered 65565 deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.


GIVEN under my hand and official seal the day and year first above written.



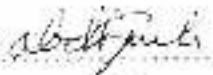
  
ASSISTANT COMMISSIONER FOR LANDS.

The within named TANZANIA INVESTMENT CENTRE hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy

SEALED with the COMMON SEAL of )  
the said TANZANIA INVESTMENT )  
CENTRE and DELIVERED in the presence )  
of us this 26th day of July )  
2011. )

Signature:  )  
Postal Address: 938 )  
DAR ES SALAAM )  
Qualification: Mg. EXECUTIVE DIRECTOR )



Signature:  )  
Postal Address: 938 )  
DAR ES SALAAM )  
Qualification: LEGAL AFFAIRS MANAGER )

KILOLO DISTRICT

UNION

Locality: LUNDAMARU  
Farm No: 580  
L.O. No: 455633  
Date: 19.2.74



225 10000

Power

UNION OF SOUTH AFRICA  
SOUTH AFRICAN GOVERNMENT



## TANZANIA INVESTMENT CENTRE

### LEASEHOLD AGREEMENT

(Issued under Section 20 of the Land Act, Cap. 113 R.E.2002)

Date of Issue:

Land Office Number:

Land Description:

4205755  
19.09.2011  
200/-  
DUTY

4205755  
19.09.2011  
800/-  
DUTY

19180-MBLLK  
19.09.2011  
9.00 PM

**TANZANIA INVESTMENT CENTRE**

**THE LAND ACT**  
(No. 4 of 1999)

**DERIVATIVE RIGHT**  
(Under Section 20)

C.T. No. 19210 - MBYLR  
L.O. No. 455633  
L.D. No. 300482

Made and entered into this 30<sup>th</sup> day of August 2011

BETWEEN

**TANZANIA INVESTMENT CENTRE**

A body corporate established under THE INVESTMENT ACT, 1997 (ACT No. 26 of 1997) by order published in the Official Gazette as Government Notice No. 291 of 1997, (Hereinafter referred to as "the Lessor") on the one part

AND

**M/S NEW FOREST COMPANY (TANZANIA) LIMITED** of P.O Box 2610, IRINGA  
(Hereinafter referred to as "the Lessee") on the other part.

**THIS LEASE WITNESSES** as follows:

WHEREAS the Lessor is the holder of a Right of Occupancy registered in the Land Registry at Mbeya, under Title No. 19210 - MBYLR in respect of land within Farm No. 980, measuring thirteen decimal point two seven (13.27) hectares, situating at Lundamatwe, in Kilojo District, and in the terms thereof is authorized to grant leases, the Lessor hereby demises unto the Lessee the Land being more fully described in the schedule hereto for a term of 98 years commencing on the first day of **July, two thousand and eleven**, and expiring on the thirty first day of **March, two thousand, one hundred and nine** subject to the provisions of the Land Act No. 4 of 1999 and regulations made thereunder and subject to the following conditions:-

The Land shall be used for **Forest Purposes Only**; Use Group 'R' use class (c) and (d) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993

**PART A: THE LESSEE SHALL:**

1. **PAY** in advance to the Lessor an annual Land Rent amounting to shillings 163,950.85 plus ten per cent thereto as facilitation fees, making a total of shillings 180,345.94 (one hundred and eighty thousand, three hundred and forty five, and ninety four cents) only, payable on the first day of July in every year of the term without deduction, provided that the rent may be revised by the Lessor.
2. **BE** liable to pay any and all costs arising herefrom and in particular;
  - (i) Any fees or stamp duties which may be discovered to be payable in connection with the Lease;
  - (ii) An amount or amounts levied by the duly authorized institutions by way of rates or like local property taxes;
  - (iii) An amount or amounts equal to any rates or like levy paid by the Lessor in respect of the Land or improvements thereon;
3. **DEVELOP** the land by constructing a transmission pole treatment plant for production of treated poles.
4. **DEMARCAT**E the boundaries of the Land to the satisfaction of the Kilolo District Council and thereafter to maintain/protect, such demarcation so that the boundaries are always easily identifiable. Furthermore, protect all beacons throughout the term of the Lease. Missing beacons will have to be re-established at any time at the Lessee's expenses as assessed by the Director responsible for Surveys and Mapping.
5. **BE** responsible for preserving the environment and protecting the soil and soil fertility against soil erosion; and use the land as not to cause soil erosion outside its boundaries; and do all things which may be required by the authorities responsible for agriculture and environment to achieve such objective.
6. **SUBJECT** to the foregoing conditions, enjoy permanent and exclusive rights of the leased land throughout the term of the Lease, save for water rights.
7. **YIELD** up the Lessor the Land and improvement in good order and condition upon determination of the Lease by affliction of time or otherwise.

**PART B: THE LESSOR SHALL:**

1. **ENSURE** that the Lessee paying Land Rent and other charges hereby reserved in PART "A" Clause "1" hereof, and complying with other terms and conditions hereinbefore contained, shall peacefully hold and enjoy the land during the said term without interruption from the Lessor or any other person claiming under or in trust of the Lessor.
2. **UPON** breach by the Lessee of any of the foregoing terms and conditions, the Lessor shall serve upon the Lessee a written notice specifying the nature and extent of the breach within the time to be specified in the said notice and also the action to be taken by the Lessor, if the breach is not remedied within the specified period.

**PART C: ARBITRATION:**

In the event of any dispute arising between the parties that is Lessor or Lessee hereto in respect thereof, either of the parties to the Lease may commence arbitration proceedings in conformity with the provision of section 23 of the Tanzania Investment Act, 1997 or under the provision of the Arbitration Ordinance, Cap. 15 of the Laws of Tanzania.

We, the within-named **M/S NEW FOREST COMPANY (TANZANIA) LIMITED** of P.O Box 2610, IRINGA hereby accept the terms and conditions contained in the foregoing Lease Agreement.

**SCHEDULE**

ALL that land known as Farm No. 980, measuring **thirteen decimal point two seven (13.27)** hectares, situate at **Lundamatwe**, in **Kilolo District**; and shown for identification only edged red on the plan attached to this Certificate and defined on the Registered Survey Plan Numbered **65565** deposited at the Office of the Director for Surveys and Mapping at Dar es salaam.

SEALED with the COMMON SEAL of the said  
M/S NEW FOREST COMPANY (TANZANIA) LIMITED of P.O Box 2610,  
IRINGA and DELIVERED in the presence of us this 25<sup>th</sup> day of }  
August .....2011 }

Signature [Signature] }

Postal Address PO BOX 2610, IRINGA }

Qualification DIRECTOR }

Signature [Signature] }

Postal Address PO BOX 2610, IRINGA }

Qualification ADMINISTRATION OFFICER }

SEALED with the COMMON SEAL of the said  
TANZANIA INVESTMENT CENTRE and DELIVERED in our presence  
of us this 30<sup>th</sup> day of August .....2011 }

Signature X [Signature] }

Postal Address 938 }

DAR ES SALAAM }

Qualification ACTING EXECUTIVE DIRECTOR }

Signature [Signature] }

Postal Address 938 }

DAR ES SALAAM }

Qualification LEGAL AFFAIRS MANAGER }

