

SPECIAL WILDLIFE INVESTMENT CONCESSION AREA CONTRACT

BETWEEN

THE TANZANIA WILDLIFE MANAGEMENT AUTHORITY (TAWA)

AND

**MWIBA HOLDINGS LIMITED IN RESPECT OF MASWA GAME
RESERVE KIMALI WILDLIFE INVESTMENT CONCESSION AREA**

W. M. M.

[Signature]

This Concession Contract is made this 3RD day of JANUARY 2024

BETWEEN

THE TANZANIA WILDLIFE MANAGEMENT AUTHORITY established under the Wildlife Conservation (the Tanzania Wildlife Management Authority) Establishment Order, 2014 having its principal office at TAWA Headquarters, Dar es salaam road, TAFORI Building, Kingolwira Area whose address is P.O Box 2658, **Morogoro**, (hereinafter referred to as "the Authority") of the one part.

AND

MWIBA HOLDINGS LIMITED, a Company duly incorporated in accordance with the laws of Tanzania with incorporation number 63210 having its registered office at Farm No. 180/182 Ngare-Olmutonyi, P.O Box 2782, Arusha - Region (hereinafter referred to as "the Concessionaire"), of the other part.

The **AUTHORITY** and **CONCESSIONAIRE** (hereinafter shall collectively be referred to as the "Parties" and individually as the "Party").

- A. **WHEREAS**, the **AUTHORITY**, under the Wildlife Conservation Act, Cap. 283 and the Wildlife Conservation (Special Wildlife Investment Concession Areas) Regulations, 2021 has the mandate to grant Special Wildlife Investment Concessions within Game Reserves and Game Controlled Areas;
- B. **WHEREAS**, the **CONCESSIONAIRE** applied to the **AUTHORITY** for allocation of Maswa Game Reserve Kimali Special Wildlife Investment Concession Area for the right to access and utilize wildlife resources for commercial use by offering sustainable multiple forms of wildlife utilization activities which shall include tourist hunting, photographic tourism and other wildlife utilization activities as shall be approved by the Authority and in accordance with governing laws of Tanzania;
- C. **WHEREAS**, subject to the terms and conditions of this Contract, the **CONCESSIONAIRE** has agreed to assume financial, technical and operational risks in respect of the Concession Area (defined herein) and shall pay to the Government all fees and charges including annual rental fee, royalty, licenses, permits, taxes and levies relating thereto;
- D. **WHEREAS**, subject to the terms and conditions of this Contract, the Wildlife Conservation (Special Wildlife Investment Concession Areas) Regulations, 2021 and any other law of Tanzania on wildlife, the **AUTHORITY** is willing to grant

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This Concession Contract is made this..... day of 2024

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- D. **WHEREAS**, subject to the terms and conditions of this Contract, the Wildlife Conservation (Special Wildlife Investment Concession Areas) Regulations, 2021 and any other law of Tanzania on wildlife, the **AUTHORITY** is willing to grant

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to the Concessionaire the Wildlife investment Concession Area, outlined on the map annexed hereto and marked *Annex I*.

E. **WHEREAS**, the AUTHORITY and the CONCESSIONAIRE have agreed to enter into this Contract for the purpose of enabling the Concessionaire to conduct tourism activities including tourist hunting and photographic activities in accordance with the terms and conditions provided for under this Contract and relevant laws;

NOW THEREFORE, the Parties hereto agree as follows:

1.0 DEFINITION AND INTERPRETATION

In this Contract, unless the context otherwise requires, the following terms shall bear the meanings ascribed to them hereunder and under the Wildlife Conservation Act, Cap. 283 and the Wildlife Conservation (Special Wildlife Investment Concession Areas) Regulations, 2021;

“Act” means the Wildlife Conservation Act, Cap. 283;

“Authority” means the Tanzania Wildlife Management Authority established by the Act;

“Commencement date” means the signing date of this Contract;

“Concessionaire” means Mwiba Holdings Ltd;

“Concession Area” means the Maswa Game Reserve Kimali Wildlife Investment Concession Area located at Meatu District, Simiyu Region;

“Concession” means a user right granted to a concessionaire through a concession contract;

“Fire break” means an area cleared in a vegetation or other combustible material that acts as a barrier to slow or stop the progress of bush or wild fire;

“Gross Revenue” means the total amount received or realized by, or accruing to the Concessionaire from all sales revenue arising from the operations of the Concession net of Value Added Tax;

“Immovable assets” means properties attached to the land which include but not limited to fixed structures on the land such as buildings and infrastructure.

“Regulations” means the Wildlife Conservation (Special Wildlife Investment Concession Area) Regulations, 2021.

2.0 GRANT OF CONCESSION

2.1 The Authority agrees to grant the Concessionaire the concession over Maswa Game Reserve Kimali Wildlife Investment Concession Area located at Meatu District, Simiyu Region as outlined on the map annexed hereto and marked **Annex I.**

2.2 The Concessionaire is entitled to occupy and has the right to conduct tourist hunting, photographic tourism and other wildlife utilization activities as shall be approved by the Authority in Maswa Game Reserve Kimali Special Wildlife Investment Concession Area in accordance with the agreed Business Plan which shall form an integral part of this Contract and annexed hereto as **Annex II.**

3.0 COMMENCEMENT, DURATION AND EFFECTIVENESS

3.1 This Contract shall commence on the date of signature by both parties and shall be valid for a period of twenty (20) years.

3.2 This contract shall become effective upon payment of annual rental fee by the concessionaire in accordance with clause 4.1.1

4.0 Government Revenue

The Concessionaire shall be required to pay to the Authority fees and charges which shall include the following: -

4.1 Annual Rental Fee

Annual Rental Fee of US\$ 10,000,000 over the period of 20 years payable per annum which shall be paid as indicated in the table:

Year	1	2	3	4	5
Amount (US\$)	400,000	400,000	400,000	400,000	400,000

Year	6	7	8	9	10
Amount (US\$)	500,000	500,000	500,000	500,000	500,000

Year	11	12	13	14	15
Amount (US\$)	550,000	550,000	550,000	550,000	550,000

Year	16	17	18	19	20
Amount (US\$)	550,000	550,000	550,000	550,000	550,000

4.1.1. For the purpose of this clause, the Annual Rental Fee shall be paid in advance within thirty days from the date of signing of this Contract in accordance with the prevailing Government payment System.

4.1.2. The due date for payment of annual rental fee in respect of year two to year twenty (20) shall be the like date of commencement of this contract for each year.

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4.1.3. Where the Concessionaire fails to pay annual rental fee payable under this Contract and Regulations after the due date, such outstanding amount shall attract a penalty of 10% on the first month of default and thereafter 2% of the principal outstanding amount per each month of default for three consecutive months.

4.2 Royalty

4.2.1. Royalty payable shall be 4% from year one (1) to five (5) and 8% from year six (6) to year twenty (20) calculated on Gross Revenue net of value added tax (VAT) which shall be payable on a quarterly basis. For the purpose of this clause, the amount due shall be payable quarterly in arrears on the 15th day after the end of each quarter.

4.2.2. Where the Concessionaire fails to pay Royalty payable after fifteen (15) days from due date, such outstanding amount shall attract a penalty of 10% on late payment in the first month and thereafter 2% of the principal outstanding amount per each month of default for three consecutive months.

4.2.3. Subject to clause 4.2.1, where the Concessionaire pays a lesser amount of Royalty and fails to pay the outstanding amount within fifteen (15) days from due date, such outstanding amount shall attract a penalty of 10% in the first month and thereafter 2% of the principal outstanding amount per each month of default for three consecutive months.

4.2.4. Subject to clause 4.2.2, 4.2.3 and 17.1.8, where the Concessionaire fails to pay the outstanding amount of Royalty within three consecutive months, such an act will amount to breach of contract and the Authority shall terminate the contract in accordance with clause 17.0 of this contract.

4.3 Other fees and charges

4.3.1 Tourist Hunting and Photographic Tourism activities fees and charges shall be paid in accordance with prevailing laws.

4.3.2 The sales volume of Tourist Hunting and Photographic Tourism activities indicated in the agreed projected estimates shall be the basis of minimum amount to be paid by the Concessionaire (*Annex III*).

5.0 Other Commitments

5.1 Community Support

5.1.1 The Concessionaire shall commit to spend not less than US\$ 8,564,580 for community support during the tenure of the contract.

5.1.2 Subject to clause 5.1.1 the amount committed for community support shall be directed to social services such as education, health, water and roads which have direct impacts to the surrounding communities.

5.1.3 The amount of community support shall be distributed as follows: -

Year	1	2	3	4	5
Amount (US\$)	428,229	428,229	428,229	428,229	428,229

Year	6	7	8	9	10
Amount (US\$)	428,229	428,229	428,229	428,229	428,229

Year	11	12	13	14	15
Amount (US\$)	428,229	428,229	428,229	428,229	428,229

Year	16	17	18	19	20
Amount (US\$)	428,229	428,229	428,229	428,229	428,229

5.1.4 Parties agree to establish a joint committee responsible for planning, implementing and monitoring of projects funded by the Concessionaire.

5.1.5 The joint committee shall consist of the following members: -

- i. Two (2) representatives from the Authority;
- ii. Three (3) representatives from the Concessionaire;
- iii. One (1) representative from the Local Government;
- iv. One (1) representative from the Local Community; and
- v. Two (2) representatives from the Ministry of Natural Resources and Tourism.

5.2 Wildlife Protection


5.2.1 The Concessionaire shall commit to spend not less than US\$ 4,015,240 for wildlife protection activities within the concession area during the tenure of the contract at the rate of US\$ 200,762 per year.

5.2.2 Parties agree to establish a joint committee responsible for coordinating wildlife protection activities funded by the Concessionaire.

5.2.3 The joint committee shall consist of the following members: -

- i. Two (2) representatives from the Authority;
- ii. Three (3) representatives from the Concessionaire; and

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- iii. Two (2) representatives from the Ministry of Natural Resources and Tourism.

5.3 Research and Monitoring

5.3.1 The Concessionaire shall commit to spend not less than US\$ 1,372,440 for research and monitoring activities within the concession area during the tenure of the contract at the rate of US\$ 68,622 per year.

5.3.2 Parties agree to establish a joint committee responsible for coordinating research and monitoring activities funded by the Concessionaire.

5.3.3 The joint committee shall consist of the following members: -

- i. Two (2) representatives from the Authority;
- ii. Two (2) representatives from the National Institute responsible for Wildlife Research
- iii. Three (3) representatives from the Concessionaire; and
- iv. Two (2) representatives from the Ministry of Natural Resources and Tourism.

6.0 PERFORMANCE SECURITY

6.1 The Concessionaire shall submit to the Authority and maintain a valid Insurance Bond of 10% of the minimum capital investment throughout the tenure of the Contract as stipulated in the Regulations.

6.2 Subject to clause 6.1, the insurance bond to be submitted shall be obtained from the National Insurance Corporation or any other Government Insurance Corporation.

6.3 Failure to submit or submission of fraudulent bond shall amount to material breach of this contract.

7.0 OBLIGATIONS OF THE AUTHORITY

The Authority hereby agrees:

7.1 not to permit any other investor to conduct agreed activities under this contract within the concession area, whether temporary or otherwise, for the entire duration of this Contract;

7.2 to provide the Concessionaire's personnel, consultants, contractors and agents access to the Concession during the contract period, subject to

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permission previously sought and obtained from the Authority;

7.3 not to grant any user rights to any third Party to operate tourism related business within the Concession Area, except where there is a mutual agreement between the Parties; and

7.4 to honor and perform the responsibilities imposed on it by this contract.

8.0 OBLIGATIONS OF CONCESSIONAIRE

8.1 The concessionaire shall:

provide all the finances to procure equipment and assets necessary for development and implementation of the investment in accordance with the agreed project implementation plan attached as **Annex IV**;

8.1.2 pay relevant fees, levies and taxes to the Government in accordance with the relevant Laws and agreed financial model through the Government Payment Systems;

8.1.3 ensure that, starting rate of bed night rate shall be as per Business plan;

8.1.4 ensure that, occupancy rate shall not be less than 50% from year 1 to 10 with an escalation of 1% each year from year 11 to 20.

8.1.5 keep accurate accounts records and visitor registers including other records or documents that must be retained in accordance with written laws;

8.1.6 Submit returns for operational activities to the Authority quarterly in the manner as shall be prescribed by the Authority;

8.1.7 ensure that all earnings from dealings are retained in the banks and financial institutions established and registered in the United Republic of Tanzania;

8.1.8 Issue identity cards to all employees as shall be approved by the Authority and shall instruct employees to carry such identity cards all the time;

8.1.9 maintain and submit to the Authority for approval a staff register of all employees and consultants after every six months;

8.1.10 make and maintain fire breaks around the facilities and ensure proper installation and maintenance of fire control systems;

8.1.11 prevent or suppress fires, rescue, preserve lives and properties in such emergencies as may arise within the Concession Area;

8.1.12 make available for inspection by the Government all registers of bookings, payment records, or any other business records;

8.1.13 Not use the Concession or any immovable assets therein as a collateral;

8.1.14 Not subject the Concession into a Foundation or similar arrangements;

8.1.15 comply with relevant laws before giving any charity from the concession;

8.1.16 respect cultures and traditions of local community members

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- surrounding the Concession Area;
- 8.1.17 ensure that all the Concessionaire's properties within the Concession are always in good order and condition and periodically maintained, normal wear and tear excepted;
 - 8.1.18 comply with the Project Implementation Plan as agreed and approved by the Authority (**Annex IV**);
 - 8.1.19 neither to introduce any exotic plant nor to keep or permit to keep any livestock or domesticated animals in the Concession Area
 - 8.1.20 not carry out any other business in the Concession Area for any purpose other than the purpose agreed in this Contract without prior permission from the Authority which shall not be unreasonably withheld.
 - 8.1.21 submit audited financial statements of the Concessionaire to the Authority within six months after the close of the Concessionaire's financial year; and
 - 8.1.22 prepares and submit to the Authority a register of all Fixed Assets in the Concession Area before 30th March, of each year.

9.0 CONCESSIONAIRE'S CONSTRUCTION OBLIGATIONS

The Concessionaire shall;

- 9.1 prior to construction or rehabilitation, submit to the Authority for consent the design layout that has taken into consideration environmental aspects of construction or extension in accordance with the agreed Project Implementation Plan;
- 9.2 prior to construction, obtain relevant Government authorizations in accordance with the laws relevant to the development of the site;
- 9.3 where, the Environmental Impact Assessment Report indicates that the proposed site is not suitable for the envisaged investment, identify another Site within the Concession, which shall undergo the same Environmental Impact Assessment process;
- 9.4 construct and maintain all necessary buildings and infrastructure according to the agreed project implementation plan;
- 9.5 complete construction in accordance with the agreed Project Implementation Plan and design layout, failure of which shall be required to pay the amount equivalent to the revenue that would have been generated to the Government.
- 9.6 commence construction within the period agreed under the Project Implementation Plan.
- 9.7 where there is use of electric cables, be armored underground; use underground armored electric cables
- 9.8 use underground sewage system kept in a good state of maintenance;

9.9 install and maintain an incinerator for the disposal of waste products for degradable products and all non-degradable waste materials shall be dumped in designated sites managed by a relevant local authority;

9.10 prior to construction, consult and obtain permission from the Authority on the number of Concessionaire's personnel to be allowed entrance to the Concession area during the development and implementation of the investment;

9.11 not source construction materials within the Concession Area except with the written approval by the Authority;

9.12 procure construction materials within the United Republic of Tanzania, except for those which are not available in the United Republic of Tanzania; and

9.13 Ferry all materials from sunrise to sunset.

10.0 LOCAL CONTENT REQUIREMENTS

The Concessionaire shall consider local content requirements during implementation of the project and submit local content plan annually to the Authority. The local content plan shall cover number of Tanzanians employed, goods and services to be procured in Tanzania, capacity building, succession plan, insurance coverage, community engagement and technology transfer during the tenure of this contract.

10.1 The local content requirements shall be as follows: -

Item	Year 1 to 4	Year 5 to 10	Year 11 to 20
Goods and services	40% to 59 %	60% to 70%	71% to 90%
Recruitment and Training			
(a) Management staff	30% to 49%	50% to 69%	70% to 90%
(b) Technical staff	30% to 49%	50% to 69%	70% to 80%
(c) Other staff	80%	90%	100%

10.2 Concessionaire shall submit a local content plan in accordance with prevailing Laws within six months after the signing of the Contract in year one and the same shall be approved by the Authority.

10.3 Upon submission of the local content Plan, it shall be approved by the Authority and the Concessionaire shall abide to the approved local content plan.

11.0 AMENDMENT

Amendment of this Contract shall be made by mutual consent of the parties upon issuance of thirty (30) days' notice to the other party.

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12.0 REVIEW

Terms and conditions of this Contract may be reviewed after every three (3) years or at any time as the parties may deem necessary prior to sixty (60) days' notice to the other party.

13.0 GOVERNING LAW

This Contract shall be governed and construed in accordance with the Laws of Tanzania.

14.0 ASSIGNMENT

The Concessionaire undertakes not to assign or part with possession of the concession, without written approval of the Minister.

15.0 FORCE MAJEURE

15.1 Neither party is liable to the other for defaults or delays in performing their obligations under this Contract if such default or delays result from *Force Majeure*. For the purposes of this Contract, "Force Majeure" means:

An event, circumstance or cause which is beyond the reasonable control of the Party, and which prevent a Party to perform its obligations or part of its obligations under this Contract and includes, an act of God, earthquake, fire, flood or volcanic eruption, wars, civil or military disturbance, acts of terrorism, insurrection, epidemic or pandemic.

15.2 *Force Majeure* shall not include 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 any event which a diligent party could reasonably have been expected to take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations herein.

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

15.3 If a party is prevented or delayed in performing any of its obligations under this Contract by reason of *Force Majeure*, the affected Party shall;

15.3.1 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 twenty (20) 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.

15.3.2 take all reasonable measures to minimize the consequences of any event of *Force Majeure*.

15.4 Not later than thirty (30) days after a Party has become unable to perform any of its obligation under this Contract as a result of an event of *Force Majeure*, the Parties shall agree on appropriate measures to be taken in the circumstance.

16.0 DISPUTE RESOLUTION

16.1 If any dispute or difference between the parties in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

16.2 If after ninety (90) days, the Parties have failed to resolve their dispute or difference by such mutual consultation, either Party shall refer the dispute to arbitration.

16.3 The Arbitration shall be conducted in accordance with the Arbitration Act Cap 15 and the decision shall be final and binding to the Parties.

16.4 The arbitration shall be conducted within the United Republic of Tanzania

17.0 TERMINATION

17.1 Either Party may terminate this Contract by issuing to the other Party ninety (90) days written notice of the intention to terminate the Contract on grounds which shall include: -

17.1.1 Breach of any clause of this contract;

17.1.2 Failure of either Party to fulfill its obligations under this contract and fails to remedy such default within a period of sixty (60) days after receipt of a written notice from the other Party calling upon it to do so;

17.1.3 Failure to commence construction within the period agreed under the Project Implementation Plan;

17.1.4 Failure of the Concessionaire to commence operations within the period agreed in the project implementation plan;

17.1.5 Where the Concessionaire is declared bankrupt or goes into liquidation;

17.1.6 Failure of the Concessionaire to implement the agreed Business plan;

17.1.7 Engaging in unlawful acts including but not limited to corruption, misrepresentation, fraud, collusive and coercive practices.

17.1.8 Failure of the Concessionaire to pay any fees or charges prescribed in this Contract and Regulations in three consecutive months after due date;

17.1.9 Failure of the Concessionaire to renew and submit performance bond in

accordance with this contract.

- 17.2** Where the Contract is terminated, the Concessionaire shall stop operations immediately, make the Concession Area safe and secure, and vacate the Concession Area within thirty (30) days and in the circumstance where the Concessionaire fails to vacate the Concession Area in time; the Concessionaire will notify the Authority in order to consider extending prescribed time.

18.0 REVERT OF IMMOVABLE PROPERTIES UPON TERMINATION OR EXPIRY OF CONTRACT

- 18.1** Upon termination or expiration of this Contract, all immovable assets shall be vested in the Authority and the Concessionaire shall ensure that the said assets are in good working conditions and shall not remove any part of the asset that are necessary for its operations.
- 18.2** The handover of the immovable assets by the Concessionaire shall be done in accordance with the following conditions and procedures:
- 18.2.1 provisions for knowledge on how to operate such assets;
- 18.2.2 clear description of the asset to be handed over including its scope and estimated value;
- 18.2.3 maintenance requirements on hand-back;
- 18.2.4 the right of the Authority to inspect the assets sometime before hand-back;
- 18.2.5 The Authority shall establish a hand-back committee which shall be responsible for ensuring transfer of assets and technology.
- 18.3** The Concessionaire shall ensure that all immovable assets are free from any financial liabilities before handing over to the Authority as provided for under the Contract.

19.0 RENEWAL

- 19.1** The tenure of this contract may be renewed subject to the concessionaire having scored at least 75% of total score as indicated in the first schedule (Monitoring Performance of Concessionaires Scores Parameters) of the Regulations
- 19.2** In the event that the Concessionaire meets the renewal eligibility criteria as provided in Clause 19.1 hereinabove, the Concessionaire shall have the first right of refusal to renew this Contract.
- 19.3** Subject to clause 19.1, the contract may be renewed on the terms and conditions to be agreed by the parties.
- 19.4** The Concessionaire shall serve the Authority three (3) years written notice of the intention to renew before the expiry of this contract.

20.0 CONFIDENTIALITY

- 20.1 Each party will keep confidential and will not, without the prior written consent of the other Party, disclose to any person:
- 20.2 The details of this Contract, the details of the negotiations leading to this Agreement, and the information handed over to such Party during the course of negotiations, as well as the details of all the transactions or Contracts contemplated in this Contracts;
- 20.3 All information relating to the business or the operations and affairs of the Parties which are not in the public domain;
- 20.4 The provisions of this clause shall not preclude either Party from making any disclosure;
- (i) to their professional advisors, provided that they shall procure such advisors to comply with the provisions of this clause; and/or
 - (ii) who are required to by law.

21.0 MONITORING AND EVALUATION

The Authority shall undertake monitoring and evaluation of the performance of the Contract and ensure compliance with the Project Implementation Plan.

22.0 ANTI-CORRUPTION

- 22.1 The Government of the United Republic of Tanzania recognizes that there are reciprocal obligations between the Authority and/or other organs of state and private entities, to combat corruption which erodes public confidence in the Government and its institutions' ability to serve its citizens fairly.
- 22.2 Furthermore, in recognition that corruption is an impediment to the economic growth and prosperity of Tanzania and its citizens, the Government insists that the Concessionaire, shall upon signature of this Contract and in terms of Regulation 32 of the Regulations, sign an Integrity Pledge as prescribed in the Fourth Schedule which is annexed hereto marked **Annex V**.

23.0 GENERAL PROVISIONS

23.1 Sole Contract

This Contract with its annexures constitutes the whole Contract between the Parties and no variation or cancellation shall be of any force and effect unless and until it is reduced into writing and signed by the Parties hereto or their duly authorized representatives, nor shall any undertaking or representation not contained herein be part of or be deemed to have influenced the entering into of this Contract.

23.2 Good Faith

The Parties shall exercise the highest standards of utmost good faith towards each other.

24.0 OFFICIAL COMMUNICATION

All official communication in respect of this Contract shall be written in English language and shall be sent by hand delivery or by prepaid first class registered air mail, courier and or electronic mail to the addresses set forth below: -

FOR THE AUTHORITY:

Conservation Commissioner,
Tanzania Wildlife Management Authority,
P.O. Box 2658,
MOROGORO.

EMAIL: cc@tawa.go.tz

ATTENTION: CONSERVATION COMMISSIONER

FOR THE CONCESSIONAIRE:

Managing Director,
Mwiba Holdings Limited,
P.O Box 2782,
Arusha

EMAIL: info@friedkintz.co.tz

24.1 Upon change of address, the party who has changed the address shall, immediately, communicate in writing to the other party on the change of address and provide the new address;

24.2 All notices, requests, consents, demands, waivers or other communication shall be made by either party to the other party where it is delivered by hand or by prepaid first class registered air mail or courier or electronic mail and sent during office hours, shall be deemed to have been received by the addressee on the day following date of delivery.

Signed by the duly authorized representatives of the Parties the day and year above written.

FOR THE AUTHORITY

Sealed with the Common Seal of the
**TANZANIA WILDLIFE MANAGEMENT
AUTHORITY (TAWA)**
this 3rd day of JANUARY 2024.



Full Name: MABULA MISONGWA NYANDA
Signature: [Signature]
Address: _____
Qualification: CONSERVATION COMMISSIONER

IN THE PRESENCE OF:

Full Name: MERCUS EZEKIEL MBUTI
Signature: [Signature]
Address: 2658, MOROGORO
Qualification: HEAD OF LEGAL SERVICES.

FOR THE CONCESSIONAIRE:

Sealed with the Common Seal of the Mwiba Holdings Ltd,

Full Name: Jean-Charles McMenamin
Signature: [Signature]
Address: P.O. Box 2782, Arusha, Tanzania
Qualification: Director

IN THE PRESENCE OF:

Full Name: ABDULKADIR ALI MOHAMMED
Signature: [Signature]
Address: P.O. Box 2782 ARUSHA
Qualification: DIRECTOR.



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Annex II: Business plan

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INTRODUCTION

Tanzania is blessed with one of the greatest diversity of natural resources in terms of its unique eco-systems and the flora and fauna which inhabit these systems. This bio-diversity is unrivalled anywhere else in Africa.

Tanzania has committed itself to the conservation of its rich megafauna and vast wilderness areas by maintaining one of the most robust protected area networks in Africa.

Unlocking the economic potential of these natural resources, while at the same time protecting them for future generations, requires forward thinking, innovative approaches, coupled with substantial financial investment.

The core philosophy of Mwiba Holdings Limited has always been that there is no point in trying to protect wild animals and their natural habitats unless the people who live adjacent to these wildlife areas are empowered.

Tanzania, in a profound sense, is the source of human evolution. From the ancestors of the Olduvai Gorge to its culturally diverse peoples of today, one thing remains the same...

Kipenze, Kitanze, Kidumu
"Love it, take care of it, it will last"

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ABOUT MWIBA HOLDINGS LIMITED

Mwiba Holdings Limited has been fully involved and invested in Tanzania for the past 34 years. It began in 1987 when Dan Friedkin and his father Tom acquired Tanzania Game Trackers Safaris Limited and Ker & Downey Safaris (Tanzania) Limited.

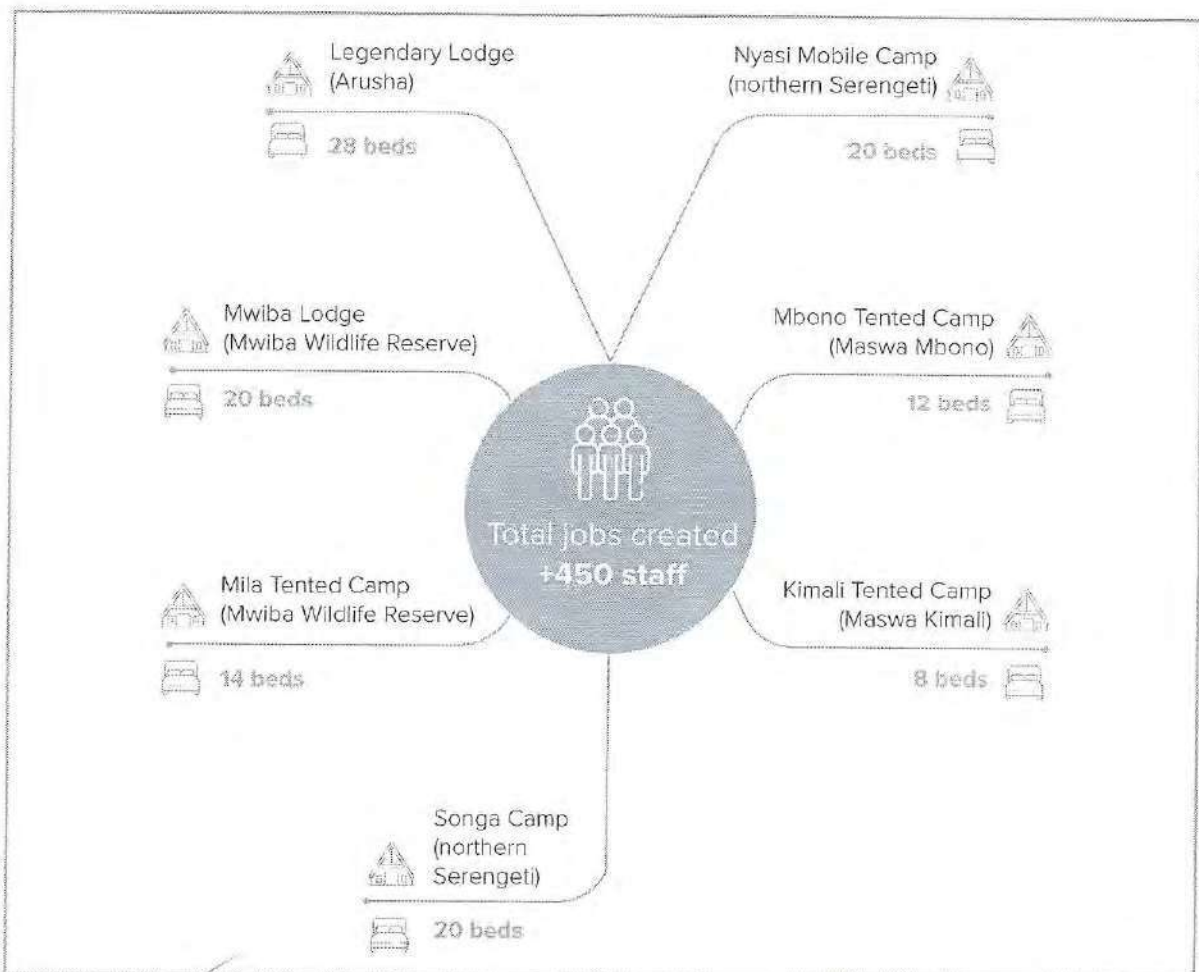
Over this time, Mwiba Holdings' operations and investment into Tanzania have continued to expand and grow, our investment has exceeded USD \$250 million.

This investment has been made through Mwiba Holdings which is dedicated to Tanzanian tourism, wildlife conservation and community projects.

Mwiba Holdings' partnership with local investors has been vital in implementing shared sustainable conservation, as well as consumptive and non-consumptive tourism values.

Over this time, Mwiba Holdings has grown into world-renowned luxury safari operations, which provide hundreds of jobs and has greatly enhanced Tanzania's tourism sector as well as positively contributing to Tanzania's economy.

Mwiba Holdings operations in Tanzania employs over 450 people. A fundamental aspect of our operations involve the training, upskilling and promotion of local staff from within Mwiba Holdings to management positions.

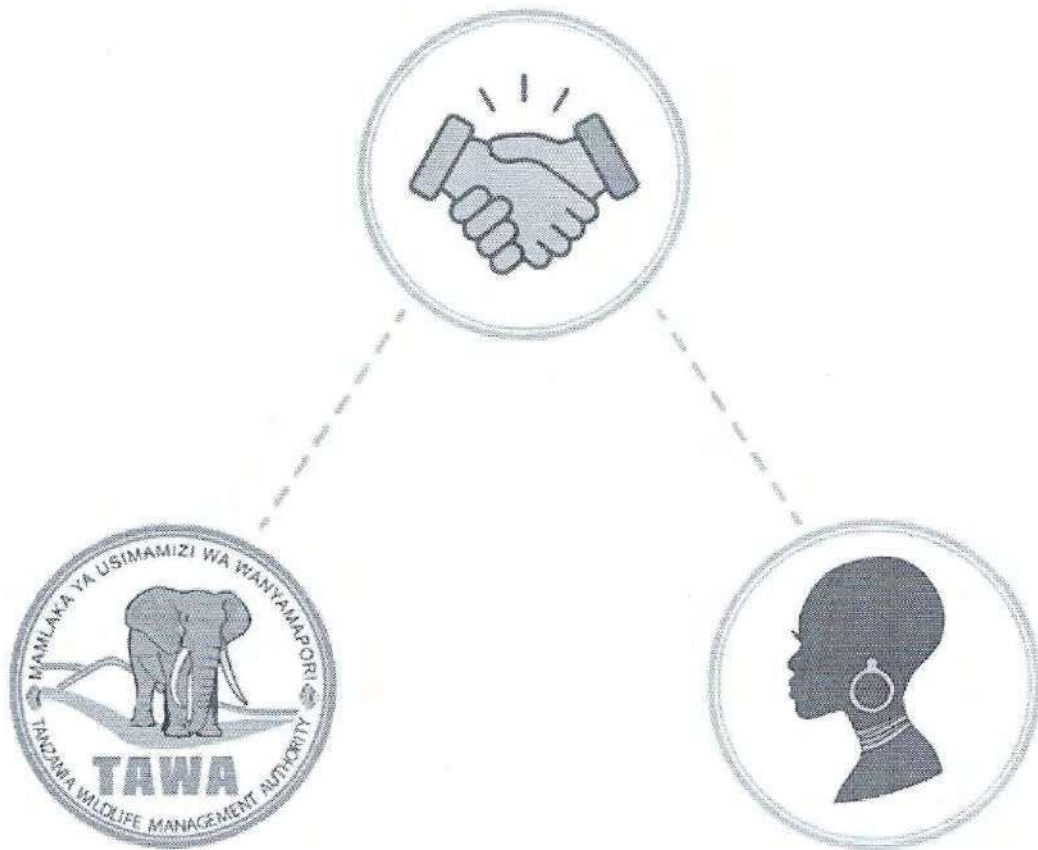


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MWIBA HOLDINGS' VISION



WILDLIFE CONSERVATION

To ensure the protection, conservation and sustainable use of the natural wildlife resources within the Kimali area in partnership with the Tanzania Wildlife Management Authority ("TAWA"), for the long-term benefit of the people of Tanzania and the Government of Tanzania.

SOCIAL RESPONSIBILITY

To economically empower, uplift and make a meaningful difference to the lives of the rural communities which reside adjacent to these wilderness areas.

ushe. mwan

THE FRIEDKIN CONSERVATION FUND (FCF)

Funded and operated by the Friedkin family, FCF was established in 1994 as a charitable organization dedicated to conservation and community projects in Tanzania.

SOCIAL RESPONSIBILITIES

Our social responsibilities are focused on School Infrastructure, Scholarships, Microfinance, and Human Wildlife conflict.

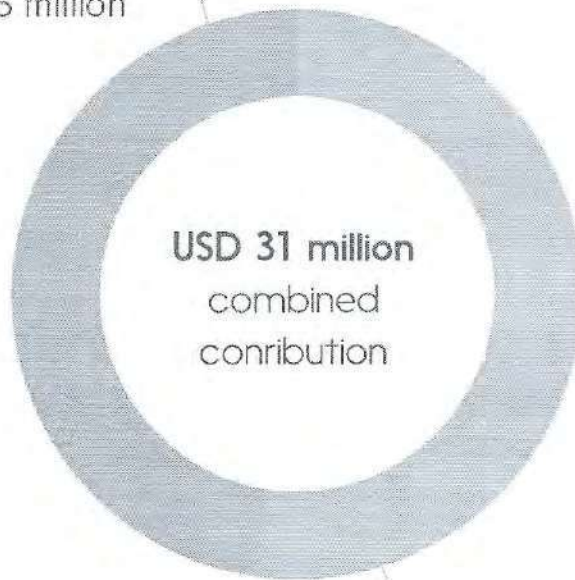
WILDLIFE CONSERVATION

A second fundamental aspect is wildlife conservation and our efforts focus on the two primary categories of Anti-Poaching and Research and Development.

The combined contribution for both Social Responsibility and Wildlife Conservation over 27 years currently exceeds USD \$31 million.



Wildlife
USD 15 million



USD 31 million
combined
contribution



Social
USD 16 million

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BLACK RHINO

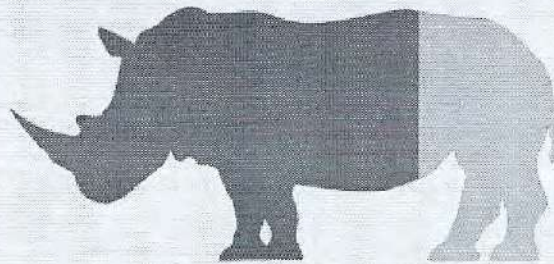
Poaching has had a major impact on the Black Rhino population within the Serengeti eco-system. There are currently less than 70 animals present in and around the Serengeti. Recently there has been a noticeable increase in the presence of Black Rhinos within the Maswa Kimali area. It is estimated that approximately 10 to 12 Black Rhinos are utilising the Maswa area more frequently, this number is expected to increase.

Their presence, whilst being of significant importance, has also further highlighted the urgent need for even greater vigilance, more effective coordinated conservation efforts and increased protection of these vulnerable animals to ensure their survival in these areas.

In support of TAWA's efforts to protect these highly endangered animals, over the past several years Mwiba Holdings has funded the darting and tagging of the Black Rhinos within Maswa in order to assist with monitoring their movements and to provide more effective data collection. Mwiba Holdings will continue to work in collaboration with TAWA to ensure the protection of and to support TAWA's efforts to enable the population growth of Black Rhinos in the area.

Black Rhino

± 13%



WILD DOG

African wild dogs once ranged across much of sub-Saharan Africa. As wilderness areas have shrunk, the species has been largely exterminated across Africa. The majority of the population now occurs in East and Southern Africa, more specifically in Tanzania, Namibia, Botswana and Zimbabwe.

Due to the large distances and vast range that they cover, and as their habitat is reduced, Wild Dogs constantly come in to conflict with humans, resulting in them being killed in the process.

The Maswa area was until recently home to two packs of Wild Dogs. Unfortunately one pack numbering 12 animals perished, with only two individuals remaining. Further research and conservation projects are being undertaken to monitor their numbers and health in order to ensure that this highly endangered species survives.

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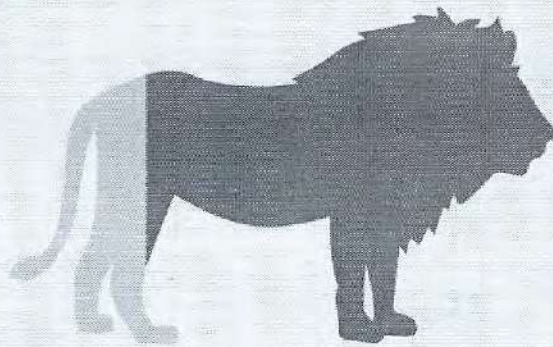
LION

The Lion population in the Greater Serengeti is estimated to number between 1,800 to 2,000. We estimate that approximately 150 to 200 of these lions utilise the Maswa area.

As human incursions into Maswa increase, these apex predators are still being illegally hunted in and around the area. This is primarily due to cultural reasons and livestock protection as more cattle encroach into the Game Reserve.

Over the past five years, Mwiba Holdings has funded and implemented a Lion collaring project. To date 10 Lions have been darted and collared in order to monitor their numbers and to better understand their movements, so as to mitigate and avoid conflict with humans and their livestock.

Lion
± 10%



ELEPHANT

Elephants face a major threat from poaching for their ivory, however in addition to this there is the issue of Human-Wildlife Conflict (HWC).

As human populations expand and competition for scarce resources increases, elephants are being pushed into smaller and smaller pockets of suitable habitat. This constantly shrinking and increasingly fragmented range for elephants, causes humans and elephants to come into conflict with each other more frequently, resulting in elephants impacting negatively on local communities in many ways, e.g. by raiding crops, destroying water supplies, destroying houses, injuring and killing people. The costs of such conflict are significant both for humans and elephants.

Mwiba Holdings has been involved in a number of projects over many years, both in collaboration with our local communities and the Tanzania Wildlife Research Institute (TAWIRI) in order to reduce this conflict. Assistance is provided to farmers with alternative crops and training, in order to mitigate Human-Wildlife Conflict (HWC) and crop destruction by wild animals. This ongoing project includes the provision of locally available technology and HWC kits to protect crops and safely deter elephants.

Additionally, Mwiba Holdings has over the past three years donated an amount in excess of \$150,000 - to TAWIRI for the darting, collaring and monitoring of 18 elephants in order to record their movements. This information is crucial in providing advance warning of when elephants are approaching community areas so as to keep them out of farms, to protect crops and to minimise conflict.

Mwiba Holdings

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SPECIAL WILDLIFE INVESTMENT CONCESSION AREA (SWICA)

The recently enacted SWICA regulations published on 21 May 2021, create a unique opportunity for a sustainable, responsible, long-term investment in order to protect the critical eco-systems and to achieve the desired goals.

SWICA REQUIREMENTS	FRIEDKIN COMPLIANCE
An applicant having, "a track record of engaging in sustainable tourism including engaging communities and growing local multipliers and commercial success."	✓
The parties sharing, "similar values, goals and objectives...."	✓
The partnership having, "....wide social economic benefits including improved services, employment and taxation."	✓
The partnership leading, ".....to increased tourism market share and contribution to conservation and economic development, realising conservation and economic benefits and enhancing the sustainability of conservation in Protected Areas."	✓
The Integrity Pledge: " A concessionaire shall, upon being awarded a concession contract, sign an Integrity Pledge as prescribed in the Fourth Schedule to these Regulations" (Regulation 32)	✓

It is clear that the Government of Tanzania and Mwiba Holdings share the same vision and values.

As can be seen in the above table, we believe that by entering into the SWICA partnership and a 20-year tenure of the Maswa Kimali area, we will be able to expand and grow our operations to meet the growing safari tourism market segment.

Over the past 34 years Mwiba Holdings has demonstrated that we are a reliable, proven partner and a valuable source revenue to the Government of Tanzania and the local communities.

Maswa Kimali combined with Mwiba Holdings' existing areas of operation, would in total encompass approximately 8% of the entire protected network of the Greater Serengeti Ecosystem.

Mwiba Holdings is extremely privileged to be the custodian of this land, and as we have always done, we undertake to continue to care for and protect the land and wildlife, under a sustainable, and long term investment plan with solid ethical conservation strategies and community initiatives.

Mwiba Holdings has a long-standing commitment to acting with integrity and will sign the Integrity Pledge because it shares the values of the Government of Tanzania in recognizing that corruption is a potential impediment to sustainable economic growth and prosperity. Mwiba Holdings has zero tolerance for corruption and it will bring its compliance expertise to its investment and ensure compliance with all applicable laws and regulations.

Mwiba Holdings

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CONCLUSION

We have achieved many successes over the past 34 years and despite some challenging conditions along the way we are very proud of our accomplishments and partnership with the Tanzanian government.

Our track record in Tanzania as well as our steadfast commitment and financial investment in the country, has demonstrated that we are responsible, ethical, compliant and a reliable long term partner to the Government of Tanzania and her people. We will continue to nurture and develop our stakeholders and ensure the ongoing success in all our communities and our areas of operation.

Together, we have come a long way. We are all currently enduring the devastating effects of the global COVID pandemic, and more specifically its impact on travel and our tourism operations. However, we continue to remain invested and fully committed to Tanzania.

The Friedkin Family has a strong, deep emotional bond to Tanzania which goes back to Mwiba Holdings initial involvement in 1987. The family shares this deep passion for Tanzania's wilderness and its people, a passion that it is confident will be shared by future generations.

We are extremely motivated to be involved and are fully committed to this long-term project in close collaboration with the Government of Tanzania.

Our investments and commitment over the years, coupled with our long-standing relationships with local communities in the region and our intimate knowledge of the area makes us the right partner for the SWICA partnership.

Hand-in-hand with the Government of Tanzania, our expertise and investment will serve to secure the Western flank of the Serengeti ecosystem both financially and ecologically for the future.

Mwiba Holdings has key expertise in conservation, high-end tourism, hunting and marketing, a portfolio which is ideal for the areas to be protected and utilized to their value for the benefits of Tanzania and its people.

The Friedkin family is proud of what has been achieved thus far, and remains committed to the success of future Tanzanian generations. A beacon of hope has been lit and sets a benchmark to international communities, showing what can be achieved through the power of collaboration.

W. Friedkin

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BUSINESS PLAN

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Future Investment of Sustainable Tourism	pg 27
Strategy and Investment Proposal	pg 27
Conclusion	pg 28

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EXECUTIVE SUMMARY

PARTNERS FOR THE FUTURE

Tanzania Wildlife Management Authority's (TAWA) Special Wildlife Investment Concession Area (SWICA) regulations have been implemented by the Tanzanian Government aimed at long-term high-end investors, focusing on value co-creation for all stakeholders ensuring the strategic growth of Tanzania's future tourism potential.

Through our SWICA application, Mwiba Holdings will highlight the value we add as ongoing strategic long-term partners and have taken a holistic approach to our future model for SWICA; TAWA through this implementation is looking to: **"Attract high-end tourism" with the outlook of "Excellence in Conservation of Wildlife Resources"**.

20 YEAR SUMMARY HIGHLIGHTING KEY AREAS OF OUR INVESTMENT

Total 20YRs / 2024-2043	USD Amount	% of Total Capital
Fixed assets Invested	51,154,710	44%
Costs and Contributions Invested	65,522,925	56%
Total Capital Invested	116,677,636	100%
TAWA Concession Fees	10,000,000	9%
Wildlife Protection Operations	4,015,240	3%
Research/Monitoring Activities	1,372,440	1%
Corporate Social Responsibility	8,564,580	7%
Royalties	26,357,797	23%
Other contributions	29,165,128	25%
Total Economic Contribution	79,475,185	68%

- Our capital invested exceeds \$50 million and includes:
 - Camp construction.
 - Infrastructure such as roads, dams, windmills...
 - Ongoing promotional videos and marketing material for Tanzania and it's wildlife.
- We will ensure the Wildlife protection and the improvement of the relation between humans and wildlife.
- Our concession fees will amount to \$10 million.
- The financials presented herein are based on the assumption that the business materializes in line with the projected plans.

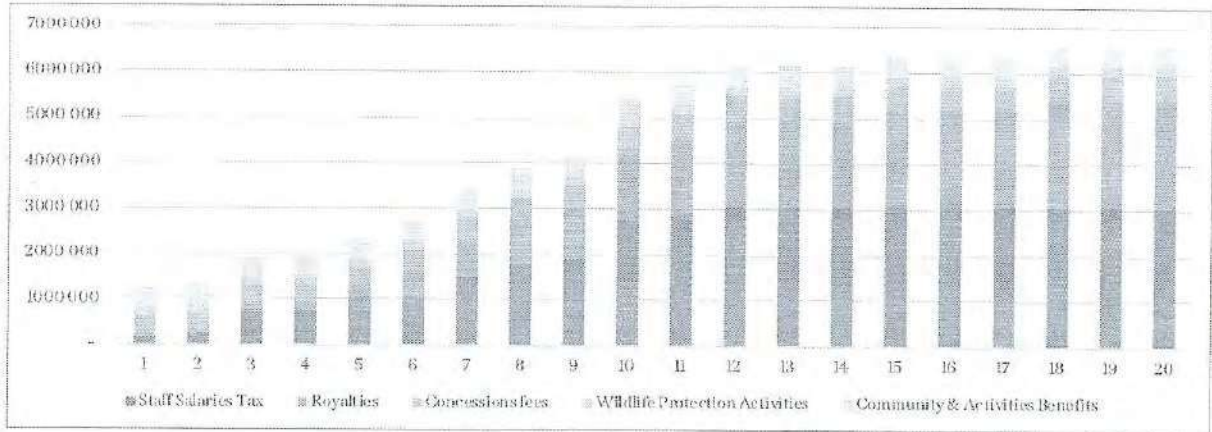
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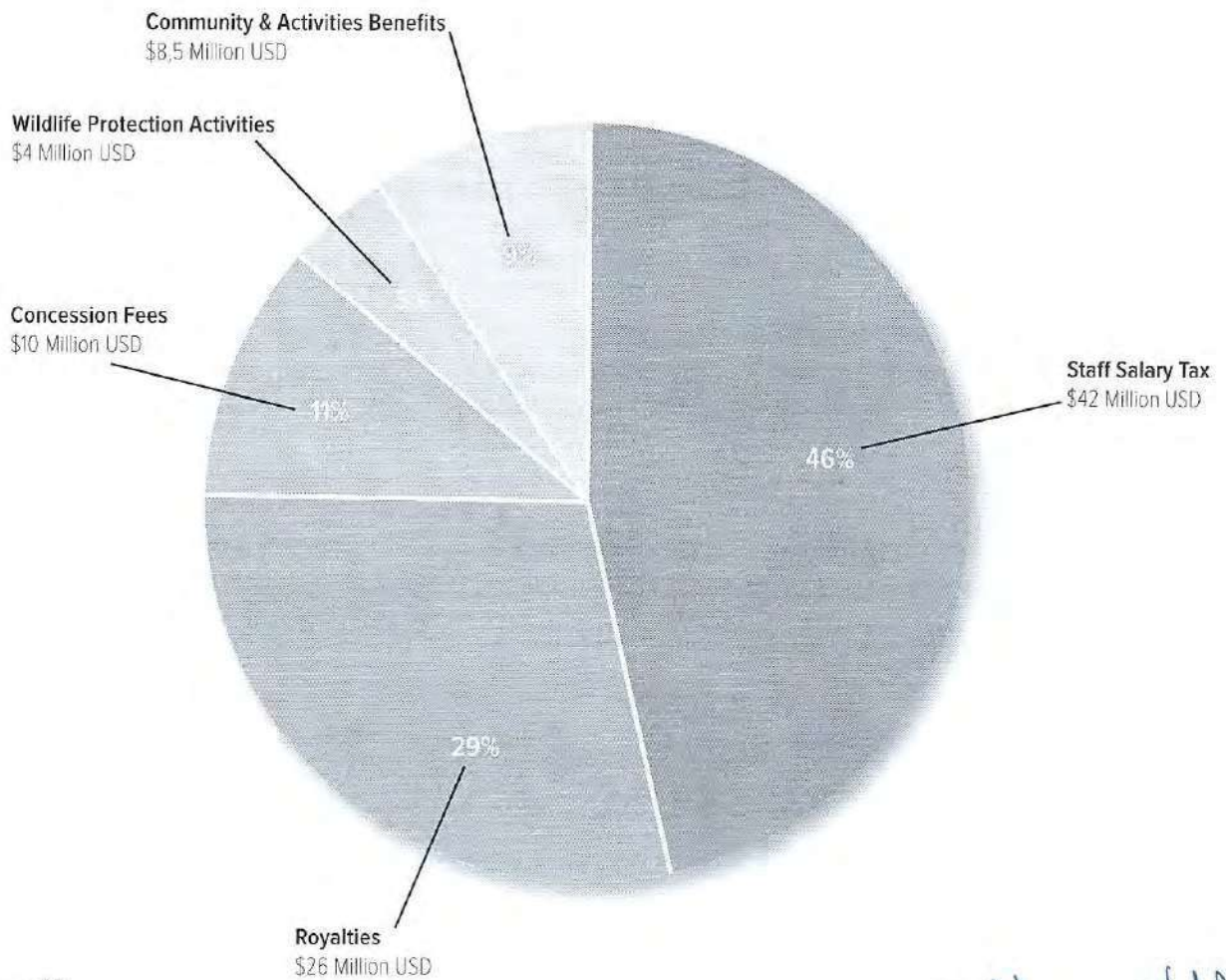
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PROPOSAL HIGHLIGHTS

20 YEAR INVESTMENT | ANNUAL CONTRIBUTION BREAKDOWN



20 YEARS / CONTRIBUTION TOTALS

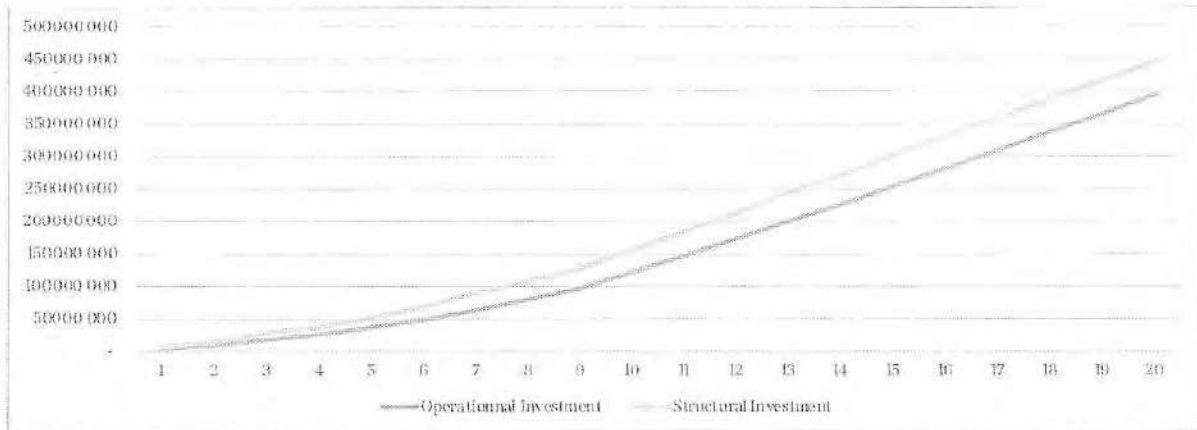


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THE CAPITAL INVESTMENT OVER OUR 20-YEAR PARTNERSHIP

- Our 20-year partnership Capital Investment is going to be more than \$50 million.
- Our income generation over our 20-year period is stable, as the hunting industry is more resilient than other tourism related industries to potential global events.
- Our investment over the period reflects the value of our partnership which is evident through the total tax contributions our investment adds to the economy.
- Our total taxes and contributions to government generate over \$140 million.



OUR FINANCIAL SUMMARY IN MORE DETAIL FY1 TO FY20.

- Our total economic contribution in Tanzania as continued long-term partners for the next 20 years, is more than \$384 million. Contribution to government alone, including various taxes, totals more than \$178 million. Our capital investments into our concessions is spread through the lifespan of our tenure to ensure our concession is managed in line with our vision and TAWA's expectations.
- Our investment into Wildlife will strongly reinforce protection of Tanzania's heritage, which is in addition to our \$10 million concession fees and a substantial annual tax contribution through our investment.

	FY 01-05	FY 06-10	FY 11-15	FY 16-20	FY Total
OPEX (Taxes Excluded)	13,001,894	31,559,924	52,213,266	57,897,602	154,672,686
TAXES / CONTRIBUTIONS	14,395,978	36,322,402	60,531,951	66,752,041	178,002,371
Staff Salaries Tax (NSSF, SDL, WCF)	2,554,331	7,989,090	13,447,746	13,651,360	37,642,527
Concession Fees	2,000,000	2,500,000	2,750,000	2,750,000	10,000,000
Royalties	763,365	4,960,894	9,407,960	11,225,579	26,357,797
Community & Activity Benefits	5,108,937	8,555,774	11,986,221	12,078,776	37,729,708
Other Taxes (Corporate, VAT...)	3,969,345	12,316,644	22,940,023	27,046,326	66,272,338
CAPEX	13,662,844	21,254,065	14,016,311	2,221,490	51,154,710
Total Contributions	41,060,716	89,136,390	126,761,528	126,871,133	383,829,767

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PROPOSAL OUTLINE

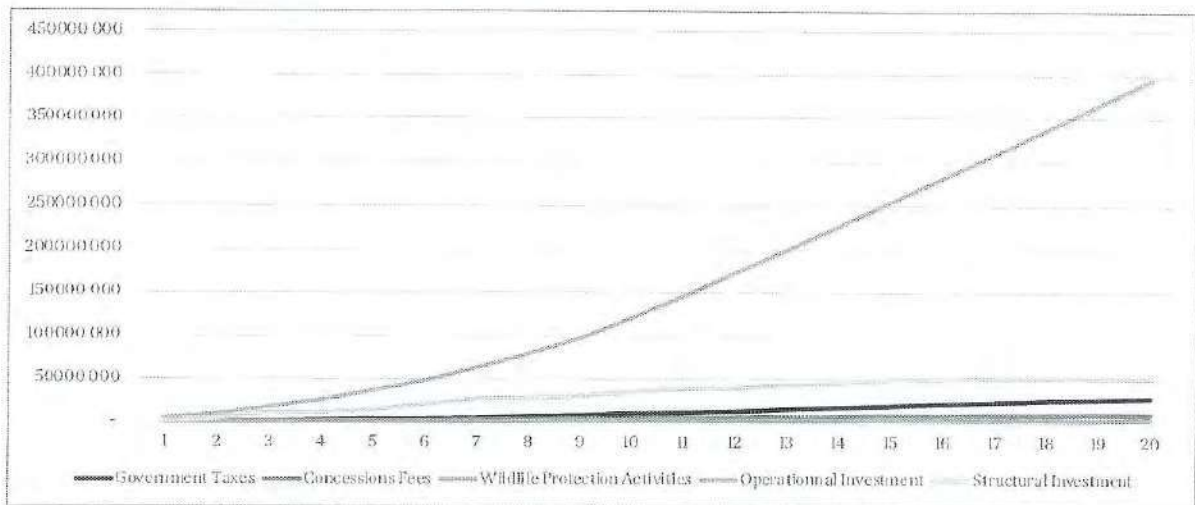
We've incorporated this into our investment plan and over the 20-year concession, we will co-create economic value of more than \$384 million for the Tanzanian Government and TAWA as highlighted in the table below.

ECONOMIC VALUE CREATED FROM YEAR 1 TO 20 (2024 TO 2043)

- The socio-economic income generated through our investment in the Maswa eco-system will create significant financial value to all stakeholders.

Total 20YRs (2024-2043)	USD Amount	Average per Year
Capital Invested	51,154,710	2,557,736
Wildlife Protection	4,015,240	200,762
Total Investment	55,169,950	2,758,498
TAWA Contributions	47,729,708	2,386,485
Royalties	26,357,797	1,317,890
Tax Contributions	66,272,338	3,313,617
Total Investment	140,359,844	7,017,992
Other Operating Costs	188,299,973	9,414,999
Total Economic Contribution	383,829,767	19,191,488

CUMULATED TOTAL INVESTMENT FOR THE SWICA PROJECT



OUR DIRECT ECONOMIC CONTRIBUTION OVER 20 YEARS THROUGH OUR INVESTMENT INCLUDES:

- Capital Investments
- Wildlife Protection and Conservation
- Community Investment
- Employment, local and regional economic value generation, and job creation
- TAWA Fee Payments (Fixed concession fees, Hunting permits, Game fees, Observer fees)
- Taxes paid to Government

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FUTURE VISION OF SUSTAINABLE TOURISM

Maswa is a prime area for consumptive tourism. Our research, business plan and projections indicate that we have the opportunity and ability to combine both consumptive and non-consumptive tourism products with a concerted and holistic effort toward conservation through protection, as well as community engagement which will yield a profitable and sustainable long-term business model.

We have demonstrated that maximizing tourism potential is not synonymous with maximizing numbers of tourists. Discerning clients today value wilderness, experience and solitude; and are willing to pay a premium for unique experiences.

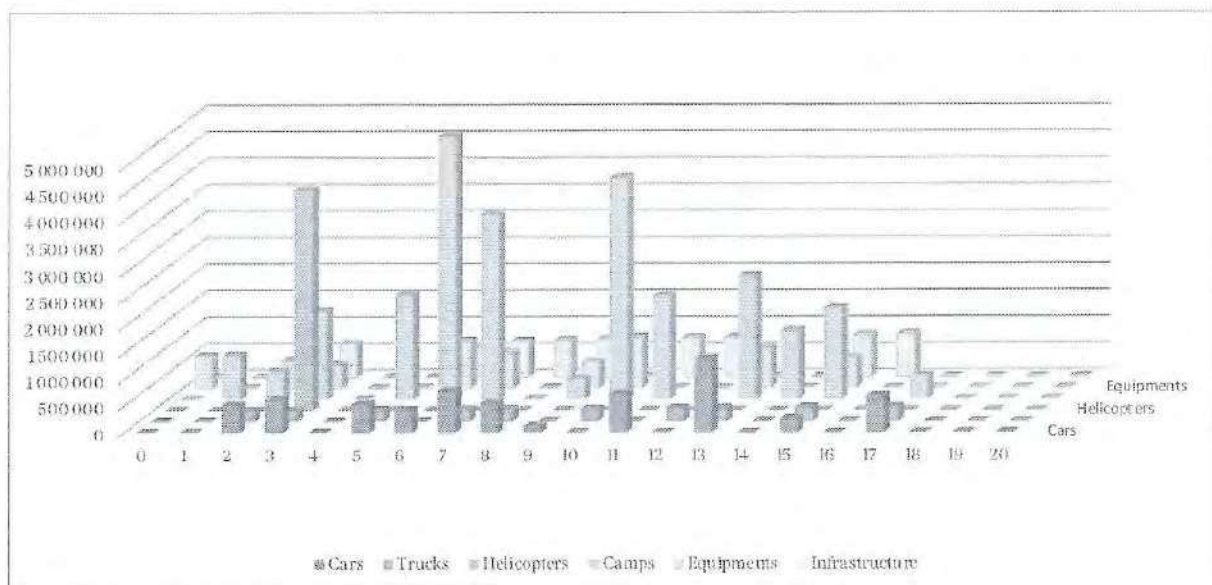
We adhere to the philosophy of high-value, low-impact tourism. Our business model clearly lays out why this is not only the sustainable choice, but it is also the financially sound option. While this venture is designed to be financially self-sustaining, its ultimate success relies on positive returns to the Triple Bottom Line (TBL): **People, Planet and Profit.**

- Having two dedicated Anti-poaching vehicles, and accompanying Game Scouts.
- A team of 8 permanent staff, comprising both the anti-poaching unit and Game Scouts.
- Turnover generated is based on the margin created on game fees, charters and extra sales relating to safaris.

STRATEGY AND INVESTMENT PROPOSAL

- FY1-5 block fees starting at \$400,000.
- FY6-10 block fees at \$500,000.
- FY11-20 block fees at \$550,000.
- Total direct capital invested from FY1 to FY20 is more than \$50 million.
- In line with economic value co-creation the investments will be generated from cash flow from operations.
- Performance based royalty fees.

INVESTMENTS



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CONCLUSION

We believe that our detailed SWICA proposal offers a long-term, sustainable investment model that will enable TAWA to achieve its conservation goals and objectives.

Mwiba Holdings' investment, track record, experience and expertise over the past 34 years has demonstrated that we are a reliable and responsible partner, ethically aligned with TAWA. Our earnest undertaking to continue to partner with the Government of Tanzania over the next 20 years, reflects our ongoing commitment to the country, its people and its natural heritage.

Through the investment in SWICA, Mwiba Holdings pledges to provide ongoing, present and future value for stakeholders - growing Tanzania's safari tourism sector from strength to strength.

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ANNEXURE

INVESTMENT OF SWICA | MASWA KIMALI pg 31

FINANCIALS DETAILS pg 32

TURNOVER DETAILS pg 32

CAPEX DETAILS pg 33

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INVESTMENT OF SWICA (MASWA KIMLI)

Description	Total 20 years	Avg / Year
Income	\$368 179 658	\$18 408 983
Concession Block Lease Rental Fees	\$10 000 000	\$500 000
Government Royalties	\$26 357 797	\$1 317 890
Guest Concession Fees	\$29 165 128	\$1 458 256
Corporate Income Tax	\$30 533 082	\$1 526 654
Direct Government Revenues	\$96 056 007	\$4 802 800
Community Support	\$8 564 580	\$428 229
Wildlife Protection	\$4 015 240	\$200 762
Research and Monitoring	\$1 372 440	\$68 622
CapEx	\$50 554 710	\$2 527 736
Total Investment	\$528 742 635	\$26 437 132

Notes:

\$34million CapEx invested in Y1-Y10

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ANNEXURE

INVESTMENT OF SWICA | MASWA KIMALI pg 31

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CAPEX DETAILS pg 33

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INVESTMENT OF SWICA | MASWA KIMALI

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Notes:

\$34million CapEx invested in Y1-Y10

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FINANCIALS DETAILS

	V1	V2	V3	V4	V5	V6	V7	V8	V9	V10	V11	V12	V13	V14	V15	V16	V17	V18	V19	V20
Income Consumptive	\$437,739	\$437,735	\$472,137	\$472,137	\$509,940	\$509,940	\$509,940	\$509,940	\$509,940	\$548,008	\$548,007	\$594,244	\$594,244	\$638,426	\$638,426	\$678,378	\$678,378	\$734,725	\$734,725	\$744,685
Income Non-Consumptive	\$963,346	\$1,252,438	\$4,085,083	\$4,437,054	\$1,060,073	\$1,941,452	\$8,419,987	\$1,307,073	\$13,208,027	\$18,877,751	\$18,877,751	\$19,020,070	\$22,066,020	\$22,066,020	\$23,986,688	\$23,986,688	\$25,580,403	\$28,523,014	\$28,523,014	\$28,523,014
TOTAL INCOME	\$1,298,942	\$1,728,904	\$4,567,271	\$4,409,211	\$1,570,013	\$3,882,432	\$13,729,974	\$2,614,146	\$26,416,054	\$39,755,502	\$39,755,502	\$41,040,140	\$41,040,140	\$44,132,046	\$44,132,046	\$47,972,716	\$47,972,716	\$52,257,739	\$57,046,739	\$57,046,739
DEBIT	\$379,793	\$444,897	\$1,083,527	\$1,002,009	\$1,438,034	\$1,348,064	\$3,116,637	\$2,447,200	\$2,906,046	\$4,049,170	\$4,270,039	\$4,984,431	\$4,984,431	\$4,943,770	\$5,029,440	\$4,943,770	\$5,029,440	\$5,110,194	\$5,110,194	\$5,110,194
OPERX																				
Labour	\$342,671	\$514,723	\$1,547,113	\$1,075,546	\$2,367,072	\$2,302,280	\$3,388,014	\$3,480,172	\$4,280,226	\$5,014,184	\$4,439,381	\$6,784,962	\$6,784,962	\$6,794,639	\$8,405,237	\$8,405,237	\$14,013,444	\$14,013,444	\$14,013,444	\$14,013,444
Admin	\$300,000	\$312,493	\$339,293	\$365,193	\$392,927	\$410,633	\$447,384	\$478,884	\$509,122	\$601,406	\$694,413	\$667,100	\$667,100	\$670,321	\$709,064	\$709,064	\$736,390	\$736,390	\$736,390	\$736,390
REG	\$50,000	\$102,400	\$266,000	\$266,000	\$266,000	\$266,000	\$426,804	\$426,804	\$426,804	\$426,804	\$426,804	\$426,804	\$426,804	\$426,804	\$426,804	\$426,804	\$426,804	\$426,804	\$426,804	\$426,804
Sales & Marketing	\$120,120	\$120,120	\$120,120	\$120,120	\$120,120	\$120,120	\$120,120	\$120,120	\$120,120	\$120,120	\$120,120	\$120,120	\$120,120	\$120,120	\$120,120	\$120,120	\$120,120	\$120,120	\$120,120	\$120,120
Community Support	\$428,229	\$428,229	\$428,229	\$428,229	\$428,229	\$428,229	\$428,229	\$428,229	\$428,229	\$428,229	\$428,229	\$428,229	\$428,229	\$428,229	\$428,229	\$428,229	\$428,229	\$428,229	\$428,229	\$428,229
Welfare Protection	\$200,702	\$200,702	\$200,702	\$200,702	\$200,702	\$200,702	\$200,702	\$200,702	\$200,702	\$200,702	\$200,702	\$200,702	\$200,702	\$200,702	\$200,702	\$200,702	\$200,702	\$200,702	\$200,702	\$200,702
Research and Monitoring	\$88,622	\$88,622	\$88,622	\$88,622	\$88,622	\$88,622	\$88,622	\$88,622	\$88,622	\$88,622	\$88,622	\$88,622	\$88,622	\$88,622	\$88,622	\$88,622	\$88,622	\$88,622	\$88,622	\$88,622
Government Exs																				
Construction Lease	\$500,000	\$400,000	\$400,000	\$400,000	\$400,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000
Regulies	\$51,958	\$69,196	\$82,691	\$96,968	\$263,152	\$565,880	\$794,219	\$840,171	\$1,101,430	\$1,654,053	\$1,643,663	\$1,887,964	\$1,887,964	\$1,887,964	\$2,191,916	\$2,191,916	\$2,191,916	\$2,191,916	\$2,191,916	\$2,191,916
Concession Fees/Guests	\$355,043	\$369,110	\$612,178	\$612,178	\$612,178	\$612,178	\$612,178	\$612,178	\$612,178	\$612,178	\$612,178	\$612,178	\$612,178	\$612,178	\$612,178	\$612,178	\$612,178	\$612,178	\$612,178	\$612,178
LIMITA	\$1,045,360	\$1,044,452	\$1,044,452	\$1,044,452	\$1,044,452	\$1,044,452	\$1,044,452	\$1,044,452	\$1,044,452	\$1,044,452	\$1,044,452	\$1,044,452	\$1,044,452	\$1,044,452	\$1,044,452	\$1,044,452	\$1,044,452	\$1,044,452	\$1,044,452	\$1,044,452
CAPEX																				
Investment in Capex	\$800,000	\$1,778,885	\$715,411	\$-	\$1,730,553	\$1,823,219	\$5,856,045	\$1,812,401	\$1,703,573	\$5,777,917	\$5,403,203	\$194,899	\$4,730,542	\$1,263,607	\$3,594,280	\$807,521	\$1,413,969	\$-	\$-	\$-

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TURNOVER DETAILS

	V1	V2	V3	V4	V5	V6	V7	V8	V9	V10	V11	V12	V13	V14	V15	V16	V17	V18	V19	V20
IN SAIL	907	1361	4031	4367	601	508	842	10203	16883	16883	16883	16714	16714	16714	16440	16440	16392	16392	16392	16392
Turnover per/FIN	\$591	\$931	\$896	\$896	\$107	\$107	\$107	\$107	\$121	\$121	\$121	\$1346	\$1346	\$1346	\$1525	\$1525	\$1726	\$1726	\$1726	\$1726
Revenue (Net Sales)	\$17,231	\$35,051	\$81,972	\$81,972	\$103,239	\$103,239	\$103,239	\$103,239	\$124,161	\$177,552	\$180,502	\$459,223	\$459,223	\$459,223	\$511,734	\$511,734	\$570,403	\$570,403	\$570,403	\$570,403
Net Consumptive	\$160,546	\$1,288,811	\$4,065,084	\$4,437,054	\$1,060,073	\$1,941,452	\$8,419,987	\$1,307,073	\$13,208,027	\$18,877,751	\$18,877,751	\$19,020,070	\$22,066,020	\$22,066,020	\$23,986,688	\$23,986,688	\$25,580,403	\$28,523,014	\$28,523,014	\$28,523,014
Marketing	\$394,000	\$398,002	\$429,051	\$429,051	\$429,051	\$429,051	\$429,051	\$429,051	\$429,051	\$429,051	\$429,051	\$429,051	\$429,051	\$429,051	\$429,051	\$429,051	\$429,051	\$429,051	\$429,051	\$429,051
Margin on Consumptive	\$17,496	\$17,496	\$18,888	\$18,888	\$18,888	\$18,888	\$18,888	\$18,888	\$18,888	\$18,888	\$18,888	\$18,888	\$18,888	\$18,888	\$18,888	\$18,888	\$18,888	\$18,888	\$18,888	\$18,888
Margin on Game Fees	\$21,820	\$21,820	\$23,668	\$23,668	\$23,668	\$23,668	\$23,668	\$23,668	\$23,668	\$23,668	\$23,668	\$23,668	\$23,668	\$23,668	\$23,668	\$23,668	\$23,668	\$23,668	\$23,668	\$23,668
Consumptive	\$437,396	\$437,396	\$472,137	\$472,137	\$509,940	\$509,940	\$509,940	\$509,940	\$509,940	\$548,008	\$548,008	\$594,244	\$594,244	\$638,426	\$638,426	\$678,378	\$678,378	\$734,725	\$734,725	\$744,685

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Annex III: Estimated Minimum hunting and photographic fees (US\$)

Sn	Type of Fee/Year	1	2	3	4	5	6	7	Total US\$
1	Royalty	51,958	69,196	182,691	196,368	263,152	565,880	794,319	2,123,564
2	Concession Fees	355,043	399,110	662,178	695,296	856,164	856,433	1,112,202	4,936,426
	Total	407,001	468,306	844,869	891,664	1,119,316	1,422,313	1,906,521	7,059,990
Sn	Type of Fee/Year	8	9	10	11	12	13	14	Total US\$
1	Royalty	946,151	1,100,491	1,554,053	1,641,866	1,887,964	1,888,193	1,888,422	10,907,139
2	Concession Fees	1,282,196	1,349,990	1,813,810	1,899,854	1,985,900	1,986,170	1,986,441	12,304,359
	Total	2,228,347	2,450,481	3,367,862	3,541,720	3,873,863	3,874,363	3,874,863	23,211,498
Sn	Type of Fee/Year	15	16	17	18	19	20	Total US\$	GRAND TOTAL US\$
3	Royalty	2,101,516	2,101,745	2,101,976	2,340,389	2,340,619	2,340,850	13,327,094	26,357,797
6	Concession Fees	1,986,712	1,986,983	1,987,254	1,987,526	1,987,798	1,988,070	11,924,343	29,165,128
	Total	4,088,227	4,088,728	4,089,230	4,327,915	4,328,417	4,328,920	25,251,437	55,522,925

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Annex IV: Project Implementation Plan

Description	Existing	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Existing Camps and Equip	\$600 000	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
4 AP Cars + 5 Motorbikes		\$330 000	\$-	\$-	\$-	\$357 203	\$-	\$-	\$-	\$386 648	\$-
Hunting Camp		\$500 000	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Hunting Camp		\$-	\$530 400	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Equipment and furnitures		\$-	\$520 200	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
4 Hunting Cars		\$-	\$416 160	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
2 Service Cars		\$-	\$104 040	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
1 Trucks + Water Booser		\$-	\$208 080	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Photographic Camp		\$-	\$-	\$1 656 121	\$-	\$-	\$-	\$-	\$-	\$-	\$-
Equipment and furnitures		\$-	\$-	\$441 130	\$-	\$-	\$-	\$-	\$-	\$496 784	\$-
5 Safari Cars		\$-	\$-	\$520 200	\$-	\$-	\$-	\$-	\$574 343	\$-	\$-
2 Service Cars		\$-	\$-	\$104 040	\$-	\$-	\$-	\$112 616	\$-	\$-	\$-
1 Trucks + Water Booser		\$-	\$-	\$208 080	\$-	\$-	\$-	\$-	\$229 737	\$-	\$-
Infra - Phase 1 (road, dam, bridges, wind farm, green house, solar panels)		\$-	\$-	\$624 240	\$-	\$-	\$-	\$675 697	\$-	\$-	\$-
Extension + 3 tents (Equipment included)		\$-	\$-	\$-	\$-	\$1 623 648	\$-	\$-	\$-	\$-	\$-
4 Safari Cars		\$-	\$-	\$-	\$-	\$432 973	\$-	\$-	\$-	\$-	\$-
2 Service Cars		\$-	\$-	\$-	\$-	\$108 243	\$-	\$-	\$-	\$117 166	\$-

Annex V: Integrity Pledge

INTERGRITY PLEDGE FOR NATIONAL AND INTERNATIONAL INVESTORS ENGAGED IN ACTIVITIES THAT RELATE TO NATURAL WEALTH AND RESOURCES IN THE UNITED REPUBLIC OF TANZANIA IN RECOGNITION of the importance of commitment and willingness by the Individuals and organizations involved in harvest and extraction of natural wealth and resources, to contribute to the elimination of corruption through ethical behavior, transparency and zero tolerance against corruption in all related dealings; IN RECOGNITION THAT business practices, corruption and other malpractices are potential impediments to sustainable economic growth and prosperity and erode public confidence in Government and their institution's ability to serve their citizens fairly; and

IN FURTHER RECOGNITION of our financial, environmental and social responsibility for the benefit of the people of the United Republic of Tanzania and the entire Nation:

I/We *Mwiba Holdings Limited* Pledge that, I/We will operate in good faith, transparently and in the general interest of the Tanzanian's nation and welfare of the people of the United Republic of Tanzania to whom the natural wealth and resources belongs, and will promote integrity values, and good Governance.

I/We will abide with ethical business practice and support National campaign against corruptions by not initiate, submit, solicit, receive or accept bribes or any other form of corruption in acquiring rights in lawful dealings with the natural wealth and resources

I/We will ensure fair competitive practices are an integral part of the way we conduct our business including transparency in all business transactions and good corporate governance;

I/We will promote transparency and efficiency at all levels within our organization and implement internal systems and controls to ensure good governance and institutionalize the values of ethics, integrity, accountability and transparency;

I/We will refrain from engaging in business with parties who have demonstrated unethical business practices;

I/We will have general objectives to establish and maintain a compliance programme throughout the terms of dealings in Natural Wealth and Resources that includes the following principles, Written Code of Conduct, Policies and Procedures Training and awareness in natural wealth and resources and any notification of investigation and legal proceedings;

In any dealings, I/we will opt for the most environmentally-friendly technology to protect the natural environment, ecosystem water, flora and fauna so as to minimize environment impact such as destruction of the livelihood, displacement into rural household, farming activity and any irreparable distortion;

I/We will ensure proper insurance cover against losses, injuries or damages to environment and to the individuals, house hold, farming activity and properties and any irreparable distortion that may be occasioned in the course of carrying natural wealth activities;

I/We will support the development of an audit and certification program against corruption and participate in the implementation of tools and measures created in order to ensure transparency, efficiency, and ethical business practice;

I/We agree and recognize that the clauses contained in this document are legal and ethical matters which I/We are obliged to abide by;

I am/We are also aware that violation of the clauses laid down is in breach of the Natural Wealth and Resources (Permanent Sovereignty) Act, 2017 and The Natural Wealth (Review and Renegotiation of Unconscionable Terms) Act, 2017, The Prevention and Combating of Corruption Act, 2007 the Public Procurement Act, 2011 the Economic and Organized Crime Control Act, (cap.200) or any other written laws and legal action may be taken for violating the stated clauses, thus;

We desist from engaging in any arrangement or agreement that undermines or is in any manner prejudicial to the Nations financial and monetary systems, in particular, all earnings payments or receivables derived from or in respect of mining operations or activities shall be received in and accounted for in Tanzania;

I/We will disengage in arrangement that is in consistence with the country economic objectives Policies and Strategies;

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I/We will disengage in an arrangement that undermine or is otherwise prejudicial to Tanzania's national security;

I/We will disengage in any malpractices including tax evasion, double taxation, under or overpricing, transfer pricing and corruption;

All that is stated hereinabove, I/We shall conscientiously ensure that my/our employees and agents comply with this Integrity Pledge and in any event of non-compliance,

I/We commit ourselves to be responsible and accountable for any misconduct (s). SWORN/

AFFIRMED at Dares Salaam this 3rd day of January 2024

by Jean-Claude McMenamin who is the Director(s) of M/S

Mumba Holdings Limited (name of a Company/individual(s)) a holder of Natural Resources right

SIGNATURE and/or SEAL OF THE COMPANY

Signature: Jean-Claude McMenamin
Name: Jean-Claude McMenamin
Designation: Director

BEFORE ME:

Signature:
Name:

Designation: COMMISSIONER FOR OATHS AND NOTARY PUBLIC

Date:
Dodoma

I acknowledge that I have read and understand the clauses within the Integrity Pledge before signing.

NAME OF THE CEO	COMPANY NAME	SIGNATURE	DATE
<u>Jean-Claude McMenamin</u>	<u>Mumba Holdings Limited</u>	<u>[Signature]</u>	<u>3/1/24</u>
COMPANY NAME	SIGNATURE	DATE	
<u>Mumba Holdings Limited</u>	<u>[Signature]</u>	<u>03/01/2024</u>	

COMPANY STAMP/SEAL

..... OFFICE

SIGNATURE/SEAL [Signature]

[Handwritten mark]

must order