



NATIONAL HOUSING CORPORATION

COMMERCIAL LEASE

BETWEEN

NATIONAL HOUSING CORPORATION
THE NATIONAL HOUSING CORPORATION
(LESSOR)

AND THE TENANT
(LESSEE)

TIMBERLAND COMPANY
LTD

Lease No (R).....
Region Code DMP.....
Title No

COMMERCIAL LEASE

BETWEEN

THE NATIONAL HOUSING CORPORATION
(LESSOR)

AND THE TENANT
(LESSEE)

LEASE OF APT 001.....
LOCATED ON PLOT NO. 331..... BLOCK 36..... STREET MKWEPU.....
REGION (BRANCH) DAR-EI-SALAM METROPOLITAN.....

LEASE



THIS LEASE is made the 06th day of JULY, 2021, between **THE NATIONAL HOUSING CORPORATION** a statutory corporation established by virtue of the National Housing Corporation Act No. 2 of 1990, whose Office is situated at DAR-ES-SALAAM METROPOLITAN, P.O. BOX 1125, DSM

(Hereinafter to be referred to as the "Lessor," which expression shall, where the context so admits, include its successors and assigns), of the one part, and TIMBERLAND COMPANY LTD P.O.Box 40121, DSM whose registered office is situate on MKWEPV Street, (Hereinafter to be referred to as the "Lessee", which expression shall, where the context so admits, include its personal representatives heirs and permitted assigns), of the other part.

PREAMBLE:

WHEREAS, the Lessor is the registered proprietor of the demised premises and desires to lease the Premises to the Lessee and Lessee desires to take the said Premises from the Lessor for the term, at the agreed rental amount stated herein below and upon the provisions set forth herein, and

NOW IN CONSIDERATION of the rent and the mutual covenants hereinafter reserved and contained in schedule one - Terms and Conditions - attached hereto, THIS LEASE WITNESSETH as follows:-

1. Physical Residential Address of the lessee

The Lessee hereby declares/warrants that he is residing at APT. 001 in House No. — situated on Plot No. 331, Block 36, Street MKWEPV, ILALA Municipality.

2. Lettable Area & Measurement

The Lessor hereby demises unto the Lessee all that area measuring 491.45 square metres on the GROUND floor of the building (hereinafter referred to as the "Demised Premises") in the building situate on Plot No. 331/36, MKWEPV Street, ILALA Municipality (the said building together with the plot where it is situated shall hereinafter be called the "Property").

3. Rent per square meter

Rent payable per one square meter is Tanzanian shillings/United States Dollars —

Other charges include — plus the costs, charges and expenses which the Lessor may from time to time incur in connection with or in procuring the remedying of any breach by the Lessee of any of the covenants on the part of the Lessee contained in this Lease.

4. Total rent payable per month

The total amount payable per each month is Tanzanian Shillings/ United States Dollars 2,500,000/= (Tzs/USD BEFORE VAT) (the "Rent").

Tim: 134-814-470

copy 1500/=

06.07.2021

5. Rent review

The above Rent is subject to review at the Lessor's sole discretion but in line with market conditions.

6. Mode of payment

The quarterly Rent shall be payable in advance on the first week of each and every succeeding month / quarters / year during the term of this Lease Agreement at DAR-EI-SALAM METROPOLITAN or through GEPG unless advised otherwise in writing (the "Lease Agreement").

7. Lease Tenure

The Lease for the Demised Premises shall be for a term of three (3)..... years (hereinafter the "Term") commencing from the 01st day of Aug 2021, and consequently expiring on the 31st day of JULY 2024 subject, nevertheless, to the provisions for review, termination and renewal hereinafter contained.



NATIONAL HOUSING CORPORATION
BUILDING OUR NATION

SCHEDULE ONE (1)

TERMS AND CONDITIONS FOR THE LEASE

1.0 DEFINITIONS

In this Lease Agreement, the following words shall have the respective meanings ascribed to them:-

1. "Demised Premises" means

- (a) The floors of the building delineated by red on the plans annexed hereto including:
 - (i) The paint paper and other decorative finishes to the interior of the external walls of the Demised Premises
 - (ii) The floor finishes so that the lower limit of the premises includes such finishes but does not extend to anything below them.
 - (iii) All ceilings within the Demised Premises and the void above them.
 - (iv) The ceiling finishes (here not meaning any false ceilings) so that the upper limit of the Demised Premises includes such finishes but does not extend to anything above them.
 - (v) The entirety of any non-load-bearing internal walls wholly within the Demised Premises.
 - (vi) The inner half severed medially of the internal non-load bearing walls dividing the Demised Premises from other parts of the Building.
 - (vii) The doors and windows and the door and window frames.
 - (viii) All additions and improvements to the Demised Premises.
 - (ix) All the Lessor's fixtures and fittings and fixtures of every kind which shall from time to time be in or upon the Demised Premises whether originally affixed or fastened to or upon the Demised Premises or otherwise except any such fixture installed by the Lessee that can be removed from the Demised Premises without defacing the same.
 - (x) Any pipes wholly in or on the Demised Premises that exclusively serve the Demised Premises.
 - (xi) Any equipment or apparatus (for air extraction or otherwise) that is in or on and that exclusively serves the demised premises.

2. "Lettable Areas" means

All areas within the Building which are let or designed to be let or designed or constructed so as to be capable of letting, inclusive of the Demised Premises over which the Lessee shall have exclusive rights and the pro-rata portion of the Building Common Parts.

3. "Retained Parts" means all parts of the building other than the Lettable Areas.

4. "Structure" means

- (a) The entirety of the roofs and foundations of the building
- (b) The entirety of all floors and ceilings of the building (but excluding the floor and ceiling finishes).
- (c) The entirety of all external walls of the building (but excluding the paint paper and other decorative finishes applied to the internal faces of such walls)
- (d) The entirety of all load-bearing walls, pillars and other structures of the building.
- (e) The windows and window frames in the building.

5. "Plant" means

All apparatus, plant, machinery and equipment within the building or on the estate from time to time including (without prejudice to the generality of the above) lifts, lift-shafts (if any), stand-by generators and boilers, and items relating to mechanical ventilation, heating, cooling, public address and closed circuit television systems.

6. "Accountant" means

Any appropriately qualified person or firm appointed by the Lessor (including an employee of the Lessor or an associate company of the Lessor) to perform any of the functions of the Accountant under this Lease Agreement.

7. "Surveyor" means

Any person or firm appointed by the Lessor (including an employee of the Lessor or an associate company of the Lessor) to perform any of the functions of the Surveyor under this Lease Agreement.

8. "Building Common Parts" means

The areas and amenities made available from time to time by the Lessor for use in common by the tenants and occupiers of the building and all persons expressly or by implication authorised by them including the pedestrian ways, forecourts, car parks, loading bays, service roads, landscaped areas, entrance halls, landings, lifts, staircases, passages rooftops and areas designated for the keeping and collection of refuse, but not limited to them.

9. "Force Majeure" means

cause or causes not reasonably within the control of the Party claiming suspension and which, by the exercise of reasonable diligence, such Party is unable to prevent or overcome, including acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, acts of terror, sabotage, wars, blockades, military action, insurrections, riots, epidemics, landslides, subsidence, lightning, earthquakes, fires, storms or storm warnings, crevasses, floods, washouts, civil disturbances, explosions, breakage or accident to wells, machinery, equipment or lines of pipe, the necessity for testing or making repairs or alterations to wells, machinery, equipment or lines of pipe, freezing of wells, equipment or lines of pipe, inability of any Party hereto to obtain, after the exercise of reasonable diligence, necessary materials, supplies, or government authorizations, any action or restraint by any Governmental Authority (so long as the Party claiming suspension has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such action or restraint, and as long as such action or restraint is not the result of a failure by the claiming Party to comply

2.0 LESSEE'S COVENANTS:

The Lessee hereby covenants with the Lessor on the following:

2.1 Rent & Other Payments:

2.1.1 To pay the Rent and other applicable charges on the days and in the manner set out in this Lease and not to exercise or seek to exercise any right to withhold Rent whether by way of legal or equitable set-off.

2.1.2 The Lessor shall pay on or prior to the execution of this Lease, a security deposit equal to three (3) months rent to be held by the Lessor as security for the due performance and observance by the Lessee of all the singular or several covenants and agreements on the part of the Lessee and the conditions contained herein provided that the Lessor shall be entitled at any time and from time to time to apply the deposit monies in and towards the satisfaction and discharge of the covenants and agreements on the part of the Lessee and it is hereby further agreed and declared by the Lessee that any payments made by the Lessee (including payments of rent) after any such application of the deposit monies by the Lessor may at the sole option of the Lessor be allocated in restoring the deposit monies so applied and (in the absence of any express contrary appropriation by the Lessor) shall not be treated as having been applied in the payment obligation it was intended to have been applied towards. The Lessee acknowledges and agrees that the Lessor shall not be required to account for any interest on the deposit monies held by the Lessor. The deposit monies shall be refunded by the Lessor to the Lessee to the extent only that the same shall not have been applied in and toward the satisfaction and discharge of the covenants and agreements on part of the Lessee after the expiry of the Term hereby created.

2.1.3 To pay and to indemnify the Lessor against:-

- (i) All rates, taxes, assessments, duties, charges, impositions and any other costs of a similar nature which are now, or shall, during the Term, be charged, assessed or imposed upon the Demised Premises relating to the leasing of the letting of the Demised Premises, PROVIDED that this covenant shall not oblige the Lessee to pay any taxes which are, by Statute, payable by the Lessor.
- (ii) Each party shall pay its respective taxes in relation to this lease as per the current Tax Laws.

2.2 Penalty Clauses for Delayed Payments:

- (i) If and whenever during the said term the Rent or any other sum due shall remain unpaid for 30 days from the date when such Rent fell due, the Lessor shall serve the Lessee a one month notice of intention to terminate its tenancy or Lease Agreement and if the Rent is not paid within 30 days from the date of issuing the notice of reminder, the Lessor shall evict the Lessee without further notice.

REGIONAL MANAGER
NATIONAL HOUSING CORPORATION
P. O. Box 1125
DAR ES SALAAM METROPOLITAN

(ii) Any delayed payments shall attract a monthly penalty of 4% p.a.

(iii) Nothing in the preceding clause shall entitle the **Lessee** to withhold or delay any payment of the Rent or any other sum due under this Lease after the date upon which they fall due or in any way prejudice, affect or derogate from the rights of the **Lessor** in relation to such non-payment including (but without prejudice to the generality of the above) the **Lessor's** right under the proviso for re-entry contained in this Lease

2.3 Charges for Utilities on Demised Premises:

To pay to the suppliers thereof and to indemnify the **Lessor** against all charges for water, telephone, electricity, security, diesel and oil for standby generator, sewerage, gas and other services consumed or used at or in relation to the Demised Premises.

2.4 Repair, Cleanliness & Replacement of Fixtures in Demised Premises:

(i) At all times during the term to repair and keep the interior of the Demised Premises in good and substantial repair and condition (fair wear and tear exempted).

(ii) To clean the Demised Premises and the surrounding keep them in a clean and tidy condition and clear of all rubbish and to clean as often as may be necessary the inside of the window panes and frames of the Demised Premises.

(iii) To replace the **Lessor's** fixtures and fittings, if any, in the Demised Premises which may be or become beyond repair at any time during or at the expiration of the term as a result of any act, omission or negligence on the part of the **Lessee**, but fair wear and tear is exempted.

(iv) To maintain the Building Common parts in clean sanitary condition and to bear, pay and discharge all sewerage and cesspit emptying charges attributed to the Demised Premises.

(v) The premises are placed at the disposal of the lessee as designated and in its condition as on the date of allocation. The lessee is always deemed to have seen and visited the premises, and has perfect knowledge of the premises

(vi) To keep the said **Demised Premises** in good tenable condition.

(vii) During the last month of the said term (howsoever determined) to paint in proper and workmanlike manner all the inside walls, wood iron and other parts heretofore or usually painted of the Demised Premises with two good coats of paint of suitable quality and so that such painting in the last year of the said term shall be of a tint or colour approved in writing by the lessor and also with every such internal painting to wash stop whiten distemper grain varnish colours paper and otherwise decorate in a proper and workmanlike manner all such internal parts of the Demised Premises that have been or ought properly to be so treated and so that in the last year of the said term the tints colours and patterns of all such works of integral decoration shall be approved by the Lessor in writing (such approval not to be unreasonably withheld).

2.5 Waste and Alterations on Demised Premises:

(i) Not to commit any waste.

(ii) Pollution : Not to discharge into the pipes serving the Demised Premises and the building common parts any oil or grease or any objectionable dangerous poisonous or explosive matter or substance and to take all reasonable measures to ensure that any effluent so discharged into the pipes will not be corrosive or otherwise harmful to the pipes or cause obstruction or deposit in them.

(iii) **Alterations:**

(1) Not to make any structural alterations or additions to the Demised Premises.

(2) Not to make any internal non-structural alterations to the Demised Premises or unite the Demised Premises with any adjoining premises without:-

(a) Obtaining and complying with all necessary consents of any competent authority and paying all charges of any such authority in respect of such consents.

(b) Making an application to the **Lessor** supported by drawings and where appropriate a specification in duplicate, prepared by an architect or member of some other appropriate profession or professional organisation (who shall supervise the work throughout to completion).

(c) Paying the reasonable fees of the **Lessor** and the **Lessor's** professional advisers in connection with the approval of such alterations, and

(d) Entering into such covenants as the **Lessor** may reasonably require as to the execution and reinstatement of the alterations.

(e) Obtaining the consent of the Lessor.

IN WITNESS WHEREOF the parties hereto have executed these presents in the manner and on the days hereinafter appearing.

STAMP DUTY

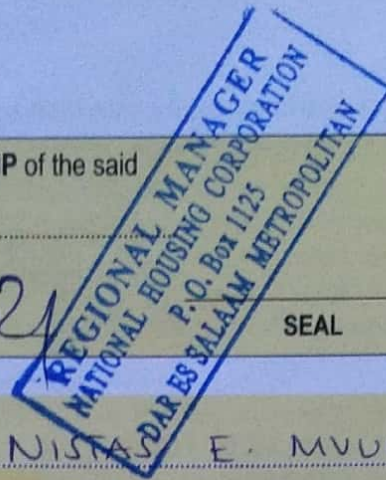
LESSOR

Shs: 1500 Collected
998413456617
Receipt No: Date: 06/07/2021

STAMPED with the OFFICIAL STAMP of the said

and DELIVERED in our presence

this 5th day of July, 2021 SEAL



Regional Manager - Ilaa Tax Region

Full Names : NISTAN E. MVUNGI
 Postal Address : NHC, DAR-ES-SALAAM METROPOLITAN
 P.O. BOX 1125, DSM
 Designation : REGIONAL MANAGER
 Signature :

Full Names : SARAH W. CHIDAHE
 Postal Address : NHC, DAR-ES-SALAAM METROPOLITAN
 P.O. BOX 1125, DSM
 Designation : ESTATE OFFICER INCHARGE
 Signature :



LESSEE

LESSEE'S National ID Number : 19991228-17106-00001-12
TIN Number : 134-814-470



Signed and DELIVERED by the said Zene Abubakar Hussein for and on behalf of
Timberland Company Ltd
who is known to me personally or identified to me by _____

the latter being known to me personally this 06/ day of July, 2021

BEFORE ME:

Names: PROTASE TEHINGISA
Qualification: ADVOCATE / NOTARY PUBLIC
Postal Address: 7621 DAR ES SALAAM



STAMPED with the OFFICIAL STAMP of the said

and DELIVERED in our presence

this 06 day of 07, 2021

SEAL



Full Names : ABUBAKAR HUSSEIN AHMED

Postal Address : 40121 - DAR ES SALAAM.

Designation : DIRECTOR

Signature : x

Full Names : ZENA ABUBAKAR HUSSEIN

Postal Address : 40121 - DAR ES SALAAM.

Designation : DIRECTOR

Signature : x

Director's National ID Numbers

1. 19750816-17106-00001-29

2. 19991228-17106-00001-12

3. _____

NATIONAL HOUSING CORPORATION
BUILDING OUR NATION