

LEASE AGREEMENT

This agreement is made at Dar Es Salaam this **15th Day of March, 2025**

BETWEEN

THE REGISTERED TRUSTEES OF ANGLICAN CHURCH OF TANZANIA, a body corporate dully incorporated under the Trustees' Incorporation Act, Cap 318, under address **P.O. Box 899 Dodoma**, (hereinafter referred to as "**LESSOR**" which expression shall, where the context so admits, includes its successors and assignees in title) of the one part.

AND

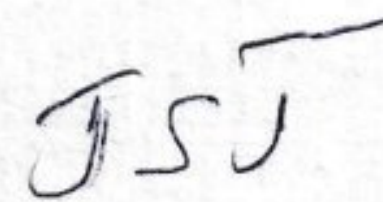
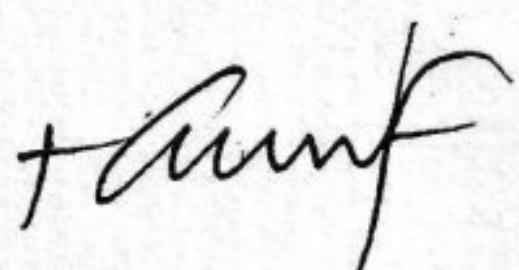
21 NAUTICA TANZANIA LIMITED, private Limited Liability Company incorporated under Companies Act, (**Cap 212 R.E.2002**), of **P.O. Box 14258 Dar es Salaam Tanzania** (hereinafter referred to as "**LESSEE**" which expression shall, where the context so admits, includes its successors and assignees in title) of the other part.

RACITALS:

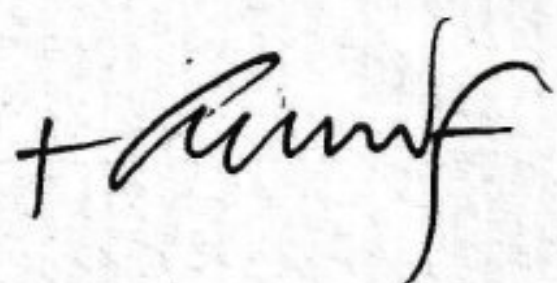
- A. WHEREAS**, the Lessor is the registered owner of a fenced landed property held under Title Number **No. 2689**, situated at Mtoni Buza, Temeke District, Dar es Salaam region under Certificate of **Title No. 2689**. (Hereinafter referred to as "**Demised Premises**") and is willing and desirous to lease part of the said Premises **measuring 10,000 square meters** to the Lessee in accordance with the terms and conditions of this Agreement;
- B. AND WHEREAS**, the Lessee has agreed to lease part of the said Premises for the purposes of yard activities, storage of goods and offices etc.
- C. AND WHEREAS** the Lessor and lessee (hereinafter referred to as "**Parties**") mutually agree to execute this Agreement free from any encumbrance.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREED AS FOLLOWS: -

1. The Lessor shall let and the Lessee shall take on lease part of the property situated at Mtoni Buza, Temeke District, Dar Es Salaam with C.T. 2689 ("**the Demised Premises**").
2. The Lessor hereby confirms expressly that the portion of the fenced land the subject matter of this Agreement has been earmarked for Storage Yard and Office Block activities free from any encumbrances.



3. The Lessee shall carry out the construction of the Storage Yard, Office Block and Parking Yard in accordance with what is agreed herein and officially approved building permit from responsible Government Authorities, Architectural and engineering drawings and project (PS) cost estimate/Bills of Quantities (BOQ) are attached as part of this Agreement and collectively marked **Schedule B** to this Agreement. The Lessor will help on the process of getting approval of building permit. All costs relating to the matters stated under this Clause shall be borne by the Lessee.
4. The Agreement shall be in force for the period of **Fifteen (15) years** with effect from **15th day of March, 2025** up to **14th day of March, 2040** (herein after referred to as "**Commencement Date**" or "**Expiry Date**" or "**Lease Term**").
5. The rental charge shall be subject to review after every period of three (3) years; that is **15th day of March, 2025** up to **14th day of March, 2028**; **15th day of March, 2028** up to **14th day of March, 2031**; **15th March, 2031** up to **14th day of March, 2034**; **15th March, 2034** up to **14th day of March, 2037** and **15th March, 2037** up to **14th day of March, 2040**.
6. The lessee shall pay the lessor the rental charge of eighteen (18) months as the first installment; and thereafter the Lessee shall pay the Lessor after every **twelve (12) months** for the remaining period. Payments shall be deposited into the bank account of the Lessor; Provided that the Lessor shall always be required to serve the Lessee prior written demand notice for payment of the Rental Fees.
- 6.1 The rental charge per Square Meter for the period of the first three (3) Years from **15th March, 2025** to **14th March 2028**; shall be **Tanzania shillings five hundreds (TZS 500/-)**.
- 6.2 As a first installment; the Lessee shall pay to the Lessor the sum of **TZS. 5,000,000/= (Say: Tanzania Shillings Five Million Only)** each month for **10,000 Square Meters** or the sum of **TZS. 90,000,000/= (Tanzania Ninety Millions)** for eighteen months.
7. The Lessor bank details are:
Lessor Bank Account Name: ACT - DIOCESE OF DAR ES SALAAM
Lessor Bank Account Number: 04016940001
Lessor Bank Name: BOA (BANK OF AFRICA)
8. The Rental Fees referred to under Clause 5 hereof shall be the subject matter of the statutory withholding tax of **ten (10)percentage** or as




may be advised by the Tanzania Revenue Authority. Provided that the Lessee shall be required to serve the Lessor with a copy of the receipt and/or certificate of proof of payment of withholding tax to the Tanzania Revenue Authority (TRA). And the paid amount shall be deducted from the Lessor's rent.

9. Notwithstanding anything contained in this Agreement, the parties hereto may mutually agree in writing to review the amount and modality of the due and payable Rental Fees at any time, if necessary.
10. The Lessee shall be responsible for registration of this Agreement and pay associated costs to the Tanzania Revenue Authority (TRA) or any other authority.

11. The **Lessee's** and **Lessor's** covenants

11.1 **The Lessee hereby covenants as follows: -**

- (i) The **LESSEE** shall at its own expense develop and construct of a Storage Yard and Office Block in the demised premises for general yard activities, storage of goods and offices.
- (ii) Pay the rent herein reserved at the time and in the manner hereinabove provided.
- (iii) Comply in all respects with Acts, Regulations and **BY-LAWS** made by any competent authority in that behalf and which relate to business of Industrial, Commercial and Transportation at the demised premises.
- (iv) At the end of the lease period herein above provided, to yield vacant possession of the demised premises to the Lessor in a good and tenantable condition without removing any buildings except those made of steel structures.
- (v) The Lessee shall have the right to remove its movable assets, movable structures and steel structures without damaging the land.
- (vi) Pay all the outgoings including electricity bills, water bills, telephone bills, business licenses, permits and the like during the lease period for the demised premises.
- (vii) Carry such repairs both structural and others to the demised premises as may be required from time to time at the Lessee's own expense.
- (viii) Give the Lessor, its agents, workmen or other persons authorized by him to enter upon the demised premises at least



once in a year for purposes of inspecting the condition of the demised premises, PROVIDED that the lessor shall give notice of his intention to conduct such inspection.

- (ix) The **LESSEE** shall on his expense pay all fees, taxes, relating to registration of the lease as an encumbrance to the Title and Lawyers bills.
- (x) The **LESSEE** shall not in any time during the existence of this lease agreement sub-lease to any one without notify the **LESSOR** and any act of such nature will amount to serious breach of contract, the LESSOR shall give a LESSES six(6) months' notice to vacate the demised property.

11.2 The Lessor hereby covenants as follows: -

- (i) The LESSOR shall be responsible for paying the Land rent and Municipal Rates which now are or at any time during the term may be assessed or imposed on the said premises.
- (ii) Land shall remain under the ownership of the Lessor during the lease period.
- (iii) In case of lease premature termination by the Lessor to compensate the Lessee accordingly to the investment made and relocation expenses.
- (iv) To permit-The Lessee paying the rent hereby reserved and performing and observing the covenants and conditions hereby contained or implied on his part to be performed and observed. Peacefully and quietly to possess and enjoy the premises during the term created without any interruption form or the Lessor.

12. Termination

- a. Either party hereto may terminate this Agreement by giving the other party **six (6) months'** notice in writing of the desire to do so.
- b. In the event the Lessor terminates this Agreement before the expiry of the Lease Term for any reason whatsoever, the amount of rental fees paid in advance for the remaining months shall be refunded within **sixty (60) days** from the date of receipt of the notice of termination as per clause 13 of this agreement. Also, the Lessor compensates the Lessee, Similarly, if the Lessee wishes to terminate this Agreement before expiry date, the amount of rental fees paid in advance for the remaining months shall not be refunded.

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- c. Upon termination or expiry of this Agreement, the Lessee shall yield up vacant possession of the Demised Premises in good and substantial repair and consistent with full and due compliance by the Lessee with its obligations under this Agreement, and the Lessee shall remove its equipment, fittings and fixtures and any signs erected by or at the instance of the Lessee and make good any damage caused by such removal.
- d. Termination of this Agreement shall not affect any accrued rights or liabilities of either party hereto nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

13. Notices

Any notice required/permitted to be given or made under this Agreement may be in writing or any other manner and such notice shall be deemed to have been duly served or made when it shall be delivered by hand, mail or fax to the address of such other party.

14. Disputes Dissolution.

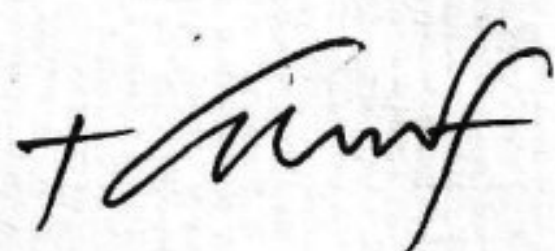
The parties hereto shall make every effort to resolve amicably by informal negotiations any disagreement, controversy or dispute arising between them under or in connection with this Agreement. If the parties are unable to reach an amicable solution for such dispute or disagreement within a period of **three (3) months**, any aggrieved party may refer the matter to a competent court for adjudication.

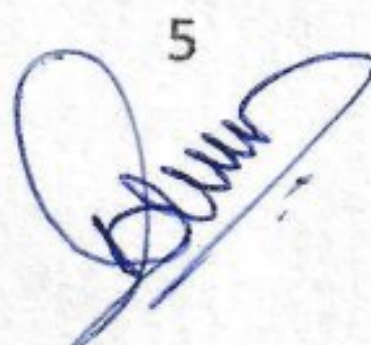
15. Hardships.

No obligation shall arise to any party if acts of nature such as floods, earthquake, hurricane or fire shall be the reasons for non-continuing of this Agreement.

16. Applicable Law.

This Agreement shall be governed and interpreted in accordance with the laws of the United Republic of Tanzania.



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IN WITNESS WHEREOF, THE PARTIES hereto have executed this Agreement in the year, date and manner as shown herein below:-

SEALED with the COMMON SEAL of THE REGISTERED TRUSTEES OF ANGLICAN CHURCH OF TANZANIA, ("LESSOR") and DELIVERED at DAR ES SALAAM this 15th day of March, 2025.



IN OUR PRESENCE:

1. Name: JACKSON JOSIPHEN JACKSON
Signature: [Handwritten Signature]
Address: 250/6 DAR-ES-SALAAM
Title: TRUSTEE

2. Name: GOSFREY HAQADI SEHABA
Signature: [Handwritten Signature]
Address: Box 320 Morwa
Title: TRUSTEE

WITNESS

1. Name: SIMON ELISANTE MBWAMBO
Signature: [Handwritten Signature]
Address: P.O. BOX 13584 ARUSHA
Title: ADVOCATE



[Handwritten Signature]

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[Handwritten Signature]

[Handwritten Signature]

SEALED with the COMMON SEAL of
21 NAUTICA TANZANIA LIMITED "LESSEE
and DELIVERED at DAR ES SALAAM
this 15th day of March, 2025

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SEAL



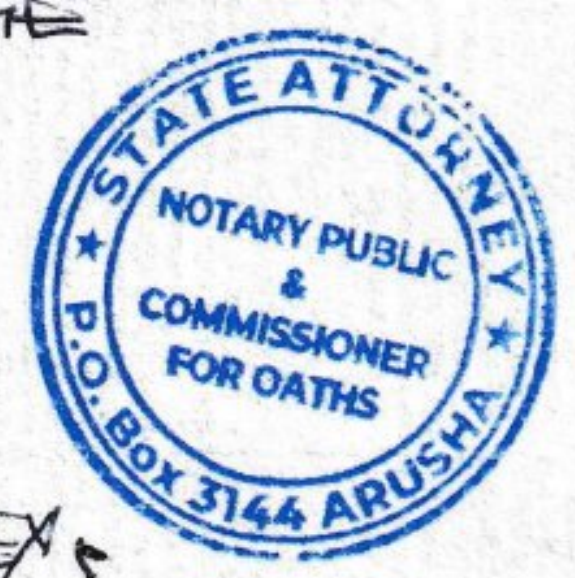
IN OUR PRESENCE:

1. Name: DAVIDER UMAR ACHMAD
Signature: [Signature]
Address: P.O. BOX 14258 - DAR ES SALAAM
Title: DIRECTOR

2. Name:
Signature:
Address:
Title:

WITNESS

1. Name: JOYCE MORE
Signature: [Signature]
Address: 344 ARUSHA
Title: STATE ATTORNEY



[Signature] [Signature] [Signature]