



**LEASE AGREEMENT**

**BETWEEN**

**ANDREW MAPUNDA**

**AND**

**IMPERIUM OPES GROUP LIMITED**

**RELATING TO LEASING TRUCKS PARKING YARD AT  
SALASALA IPTL AREA, PLOT NO..... KINONDONI  
MUNICIPALITY, DAR ES SALAAM**

A handwritten signature in black ink, appearing to be "Andrew Mapunda".

A faint, diagonal blue stamp. The text is partially legible and includes "IMPERIUM OPES GROUP LIMITED" and "DAR ES SALAAM".

A handwritten signature in black ink, possibly "D. M." or similar.

**LONG-TERM LEASE AGREEMENT**



**THIS AGREEMENT** is made this 1<sup>st</sup> day of Dec 2022

**BETWEEN**

**ANDREW MAPUNDA** a natural person of P. O. Box 6626, DAR ES SALAAM (hereinafter referred to as **"the Lessor"** which expression shall, where the context so admits, include his successors and assigns) of one part;

**AND**

**IMPERIUM OPES GROUP LIMITED**, a limited liability Company incorporated and existing under the Laws of Tanzania of P.O Box 60013, DAR ES SALAAM (hereinafter **"the Lessee"** which expression shall, where the context, so permits include its assigns and successors in title) of the other part.

**WHEREAS;**

- A. The Lessor is the owner of the property **situated at Salasala IPTL area, Plot ....., Kinondoni Municipality in Dar es Salaam** (hereinafter referred to as the "demised premises")
- B. The Lessee is desirous of taking a Long-Term Lease for a period of Five (5) years renewable at the option of the parties on the above-mentioned Plot subject to the terms and conditions stipulated under this Agreement.

**NOW THIS AGREEMENT WITNESSETH** as follows:

- 1. That this Long-Term Lease Agreement shall take effect on the effective date and shall endure for a period of **Five (5) years** with an option to renew.
- 2. That the Lessee agrees to pay rent of TZS 1,500,000 (Tanzanian Shillings One Million Five Hundred Thousand) per month and to pay it on time to the lessor.
- 3. That upon signing of the agreement, the Lessee shall pay the total amount of TZS 36,000,000 being rent for two years. At the end of the first one year of the lease, the Lessee shall pay the remaining three-years rent to cover the full lease period.
- 4. That the **LESSEE HEREBY COVENANTS** with the LESSOR as follows:



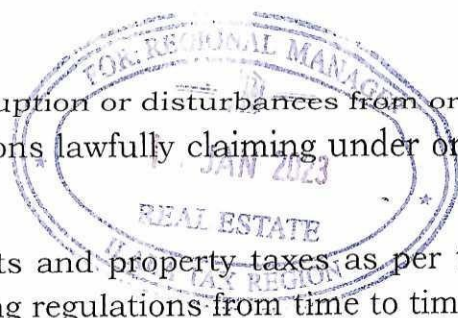
- a. The lessor will provide the building with clear or clean walls, windows that are all working, and toilets good for use.
- b. To repair or make good any defect or breach of covenant for which it is responsible and of which the Lessor has given notice;
- c. Not to do on the demised premises or part thereof any matter or thing whatsoever which may be or tend to be annoyance or nuisance, damage or disturbance of the Lessor or occupiers of any neighboring property.
- d. To permit the Lessor, their agents, surveyors and others authorized by the Lessor at all reasonable times of day upon not less than seven (7) days previous notice to enter upon the demised premises for the purpose of inspecting the demised premises.
- e. To yield up peacefully the said premises to the **Lessor** or its agent or nominee at the expiration of the term aforesaid and or after the renewed lease expires in good and Tenantable repair and condition in accordance with the covenants herein before contained, allowing for normal wear and tear.

5. That the **LESSOR HEREBY COVENANTS** with the LESSEE as follows:

- a. To provide full disclosure and any material information that might have an impact on the smooth operation of the lease agreement for the whole tenancy period.
- b. To avail cooperation and with the assistance from the Lessee to register this Lease Agreement as a long-term lease as per the Land Act 1999, RE 2002.
- c. To pay all existing and future land rates, taxes and other imposts or outgoings in respect of the premises with Leased Space;
- d. To permit the **Lessee** so long as several covenants and conditions contained or implied in this Agreement are performed and observed, to peaceably and quietly enjoy the Leased Space during the term

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hereby granted without any interruption or disturbances from or by the **Lessor** or any person or persons lawfully claiming under or in trust for the **Lessor**.



- e. The Lessor shall pay all land rents and property taxes as per the Municipal laws and other prevailing regulations from time to time.
- f. The Lessor undertakes that it will notify any successor in title and any creditor who requires the land, on which the leased premises are situated, to be mortgaged as security for a debt, of the existence of the lease and the Lessor hereby agrees to indemnify the Lessee and holds it harmless against any loss or damage which the Lessee may suffer arising from any breach by the Lessor of this obligation.

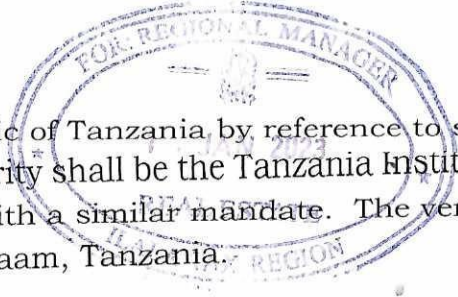
**6. THE LESSOR AND THE LESSEE HEREBY AGREE AND DECLARE AS FOLLOWS:-**

**PROVIDED ALWAYS** and it is hereby expressly agreed and declared that:

- a. The Lessor shall not be liable for any injury to the Lessee, invitees, servants or visitors of any kind and wherever on the premises, including tradesman caused by the diligent working of any machinery in the demised premises.
- b. To comply with all the Municipal and health regulations as may be promulgated by the Dar es Salaam City Council, save where major matters are concerned.
- c. This Agreement shall be executed in three copies and each shall serve the purpose of the original.

**7. DISPUTE RESOLUTION**

- a. Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, which cannot be resolved amicably by the Parties within 60 days, shall be settled by arbitration in accordance with the law governing



Arbitration in the United Republic of Tanzania by reference to sole Arbitrator. The appointing authority shall be the Tanzania Institute of Arbitrators or any authority with a similar mandate. The venue of arbitration shall be Dar es Salaam, Tanzania.

b. That, all costs associated with the arbitration of any dispute or claim arising out of or relating to this Agreement shall be divided equally between the parties or as parties may agree.

**8 GOVERNING LAW**

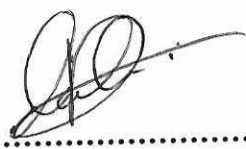
This Agreement shall be governed and construed in accordance with the laws of Tanzania.

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

**SIGNED and DELIVERED** at  
At **DAR ES SALAAM** by the said  
**ANDREW MAPUNDA** who is known to me  
Personally/ identified to me by

.....  
In my presence

This 1st day of Dec 2022

  
.....  
LESSOR

**BEFORE ME:**

Name : ISAYA GIBSON MATAMBO

Signature : 

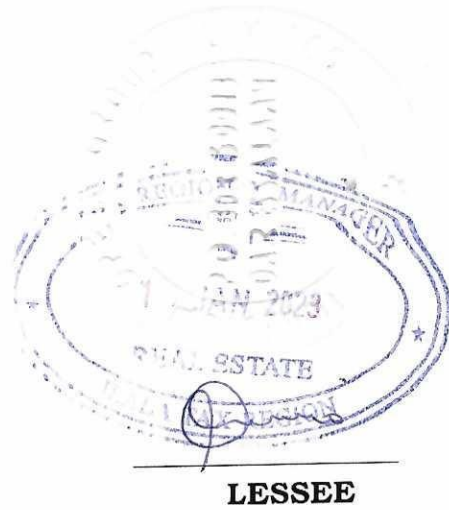
Postal Address : 79569 DDM

Qualification : ADVOCATE





**SEALED** with the **COMMON SEAL** of  
**IMPERIUM OPES GROUP LIMITED** at  
DAR ES SALAAM in our presence  
this...<sup>1<sup>st</sup></sup>...day of Dec 2022



**LESSEE**

**Witnesses:**

Name : WUINDE MURRO

Signature : [Signature]

Postal Address : 60013 DSM.

Qualification : **DIRECTOR**

**BEFORE ME**

Name : PRISCA CHOGERO

Signature : [Signature]

Postal Address : 60444 DSM

Qualification : NOTARY PUBLIC



TIN: 137-871-858

S/D: 180,000  
Penalty: 360,000  
WHT: 150,000 [1 Month]

690,000

11/01/2023

**STAMP DUTY**

Shs: 180,000/= Collected  
9984110254335  
Receipt No: \_\_\_\_\_ Date: 11/01/2023  
[Signature]  
Regional Manager - Ilala Tax Region

[Signature]