

## **LEASE AGREEMENT**

**THIS AGREEMENT** is made this 1<sup>st</sup> day of July, 2024

### **BETWEEN**

**COSMOS HOLDINGS LIMITED**, a limited liability company registered under the laws of Tanzania of P. O Box 42423 Dar es Salaam (hereinafter referred to as "The Land Lord") on the one part

### **AND**

HK International (T) Ltd a limited liability company registered under the laws of Tanzania of P. O Box 38579 Dar es Salaam (hereinafter referred to as "The Tenant") on the other party.

**WHEREAS** the Land Lord is desirous of leasing a portion of land measuring 2000m<sup>2</sup> on plot situated at **Mtoni** nearby **Mtongani round about – Kilwa road, Temeke Municipality, Dar es salaam** (hereinafter referred to as "The Site")

**AND WHEREAS** Tenant is desirous of renting the Site for establishment of Cashew nuts process plant.

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. The tenant is permitted to occupy 2000Sqm, the tenant may fence by using concrete blocks the occupied rented space if desired, the lease is for 3 years commencing on 1<sup>st</sup> July 2024 and has unrestricted right to park, install and maintain equipment on the site.
2. The Tenant shall be entitled upon prior notice to the land lord, to allow any entity, company or supplier of environment equipment to share, to occupy or lease space and to allow them to park, install and maintain their own equipment without financial demand from the

Landlord, unless the Tenant uses more ground space than the size agreed under the lease agreement. If the Tenant uses more ground space, Landlord may request an increase in rent which is to be mutually agreed between the parties.

3. Upon signing this Agreement, the Tenant shall pay rental fee of seven hundred thousand only (TZS. 700,000) which shall be inclusive of 10% (or any other percent by law) as withholding tax and 1% stamp duty registration. The annual rental amount shall be paid on every 1<sup>st</sup> January for the entire lease period. The rent once paid is not refundable.
4. The parties agree that the agreed rent shall be reviewed every two years in accordance with the market price.
5. The Tenant has the right to assign the Agreement to a third party upon written notice to the Landlord provided the third party adheres to the terms and conditions of this Agreement.
6. This Agreement will automatically renew on the same terms and conditions unless either party serves written notice on the other not less than 3 months prior to the expiry of the Agreement.
7. If Landlord wishes to sell the Site upon which the tower referred to in Clause 1 is located, the Landlord shall promptly notify the Tenant of its intention to sell the Site and grant the Tenant a right of first refusal to buy the said Site prior to such sale.
8. This Agreement embodies the entire lease agreement and understanding of the parties and supersedes and invalidates any prior written lease agreement. In the event of a conflict between this Lease Agreement and any other document relating to the lease, the terms of this agreement shall prevail.

**IN WITNESS WHEREOF** this Agreement has been executed by the Parties on the effective date:

**SIGNED AND DELIVERED** for and on behalf of  
**COSMOS HOLDINGS LTD** by the said  
.....who is known  
to me personally/identified to me by.....  
the latter being known to me personally  
this .....day of .....2024



**SIGNED AND DELIVERED** for and on behalf of  
**HK INTERNATIONAL (T) LTD**  
by the said.....  
who is known to me personally/identified to me by  
.....  
the latter being known to me personally  
this.....day of ..... 2024



**BEFORE ME:**

NAME JENIPHER  
SIGNATURE.....  
ADDRESS 114  
QUALIFICATION: ADVOCATE/NOTARY PUBLIC



Name:.....  
Designation:.....  
Address.....  
Signature.....