

MEMORANDUM OF AGREEMENT OF LEASE

Made and entered into by and between

MOTHERLAND PROPERTIES (PROPRIETARY) LIMITED, a limited liability company duly incorporated in accordance with the company laws of Botswana under company number 2011/3901 and represented herein by
Mengchen Qu, he being duly authorised hereto (hereinafter referred to as **"The Lessor"**)

AND

MAID LINK SERVICES (PROPRIETARY)LIMITED, a limited liability companies duly incorporated in accordance with the company laws of Botswana under company number CO2014/ 16815 and represented by NDIMANDE FONAH KENAOPE, she being duly authorised hereto (hereinafter referred to as **"The Lessee"**)





Summary of Fundamental Lease Provisions

Lessee's Company Name and Trading Name:	MAID LINK SERVICES (PTY) LTD
Property Plot No	Plot 2895, Mochudi
Unit or Subdivision:	Unit 16A , Kgabo Mall
Commencement Date:	OCT. 1 st , 2018 as scheduled
Beneficial Occupation Date:	Aug. 1 st , 2018 as scheduled
Lease Term:	5 years
Rental Option to Renew:	5 years
Lease Termination Date:	Sept. 30th, 2023
Basic Monthly Rent:	P11,050.00 + vat (130m2 X P85/m2)
Monthly Operating Levy	Estimated around P8/m2 , will be adjusted according to the actual expenses
Security Deposit:	Equivalent to one month rental
Rent Escalation:	8% annually
Sureties:	Company & personal surety
Rental Payable At:	Central office at Kgabo Mall BEHIND SHOP 11
Lessor's Address of Domicilium Citandi Executandi:	P.O.BOX 50107, GABORONE
Lessee's Address of Domicilium Citandi Executandi:	P.O BOX 401919, GABORONE PHYSICAL ADDRESS: PLOT 12778, TAUNG, GABORONE Email: Cell: 76059695 Mr. masters
Lessee's Public Liability Insurance Cover:	POLICY No:
Lease Signing Fee	P550 + VAT
Common areas:	Shall mean those portions /parts of the areas in the property which are commonly used by the lessees of the property and the general public who may visit and enter the mall from time to time, including in particular, the parking area, entrance and exists, corridors, toilets as well as other conveniences and facilities provided by the lessor on the property, being plot 2985.





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WHEREAS

- A. The Lessor is the owner of certain property being Plot 2985, Mochudi, on which land a commercial building is under construction.
- B. The Lessee wishes to hire and the Lessor has agreed to rent a portion (Unit 16A) of the said premises to the Lessee and have agreed to enter into this lease in order to effect such agreement.

NOW THEREFORE THESE PRESENT WITNESSETH:

1. DEFINITIONS AND INTERPRETATION

In this Lease, unless stated otherwise, the following terms shall have the following meaning and the Lease shall be interpreted in accordance with the following:

1. 0.1 "The property"

Shall mean the piece of land, being plot 2985, Mochudi

1.0.2 "The building"

Shall mean the commercial building built on the property.

1.0.3"Beneficial Occupation Date"

Means the date being Aug.1st, 2018 upon which the Lessee shall be entitled to take possession of the Premises to enable it to fit out the Premises in accordance with the Tenant Specifications approved by the lessor .

1.0.4"Commencement Date"

Shall mean 1st of Oct.1. 2018 or the date on which occupation of the premises is given to the lessee ,if later .

1.0.5"Common Areas"

Shall mean those portions /parts of the areas in the property which are commonly used by the lessees of the property together with their officers, employees, agents, servants, customers, invitees and others, and shall include, but not be limited to, all parking areas, access roads and driveways surrounding the premises and all entrances and exits, retaining walls, landscaped areas, truck services ways, loading bays, pedestrian mall, pavements, exterior stairs, toilets and the like improvements and facilities on the property, being Plot 2985,Mochudi.

1.0.6"Design Criteria"

Means the Design Criteria the Lessee shall be obligated to adhere to in the fitting out of the Premises. The material used and the shop layout and signage must be approved by the lessor and his consultant team.

1.0.7 "the Lease"

Shall mean this agreement of Lease together with any annexures and schedules hereto;

1.0.8"Open Market Rental Value"

Shall mean the amount of rent to be charged for the Premises, which rental shall be agreed upon by the Parties to be the rent at which the Premises might reasonably be expected to be let in an open market by a willing lessor to a willing lessee with vacant possession and without premium for a full term of this Lease having regard to the Lessor's fixtures and fittings and with the Premises in good repair and condition and subject to the similar covenants and conditions contained in this Lease and there being disregarded:

1.0.8.1 Any effect on the open market rental value of the fact that the Lessee or its predecessors-in-title have been in occupation of the Premises or any part thereof;

1.0.8.2 Any effect on the rent of any permitted improvements carried out by the Lessee otherwise than in pursuance of an obligation to the Lessor;

1.0.8.3 Any goodwill attached to the Premises; and

failing such agreement then, the matter shall be referred for determination by the Chairman of the Real Estate Institute of Botswana, who shall be acting as an expert and not an arbitrator and whose decision shall be final and binding on both Parties. The costs of such referral shall be borne by the Parties in equal shares;

1.0.9 "Parties"

Shall collectively mean the Lessor and the Lessee and "Party shall mean either one of them individually;

1.2.0 "Premises"

Shall mean the premises hereby let to the lessee within the Building, being shop unit 16A, measuring 130m² square meters, as measured to the center line of the partitioning walls and identified on the attached plan marked as schedule "A".

1.2.1 "the Renewal Period"

Shall have the meaning recorded in clause 6.1;

1.2.2 "Rules"

Shall Mean the conduct and management rules of Kgabo Mall and as amended from time to time;

1.2.3 "Scheme"

Shall mean the Kgabo Mall Scheme as registered with the Deeds Registry Office of Botswana and situate on Plot 2985 Mochudi.

1.2.4 "Security Deposit"

Shall have the meaning provided for by clause 7, being one month rental

1.2.5 "Tenant Specifications"

It shall mean the written specifications for the fitting out of the Premises by the Lessee in respect of fixtures, fittings and equipment, which Tenant Specifications shall be approved by the lessor and his consultant team.

1.2.6 "Term"

It shall mean the initial term of this Lease as recorded in Clause 3 hereto;

1.2.6.1 Any one gender include the other gender and vice versa;

1.2.6.2 the singular include the plural and vice versa;

1.2.6.3 natural persons include created entities (incorporate or un-incorporate) and the state and vice versa;

1.2.6.4 the headings of the clauses in this Lease are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Lease nor any clause hereof;

1.2.6.5 if any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive provision in the body of this Lease;

1.2.6.6 in this Lease, unless the context clearly indicates a contrary intention, when any number of days is prescribed, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday in Botswana, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;

1.2.6.7 Any reference to an enactment is to that enactment as at the effective date hereof and as amended or re-enacted from time to time;

1.2.6.8 where figures are referred to in numerals and in words and there is a conflict between the two, the latter shall prevail over the former;

1.2.6.9 where any term is defined within the context of any particular clause in this Lease, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Lease, notwithstanding that the term has not been defined in this interpretation clause;

1.2.7.0 The expiration or termination of this Lease shall not affect such of the provisions of this Lease which expressly provide that they will operate after any such expiration or termination, or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this; and

1.2.7.1 The rule of construction that the contract shall be interpreted against the party responsible for the drafting or preparation of the agreement, shall not apply.

2 LEASE

Subject to the terms and conditions hereof, the Lessor hereby lets to the Lessee who hereby hires from the Lessor the Premises with effect from the Commencement Date.

3 DURATION OF LEASE

Subject to the Lessee's right of renewal as provided for by clause 6, the initial term of the Lease shall be for 5 (five) years ("the Term") and, notwithstanding the date of signature or occupation given in terms hereof, commencing on the Commencement Date Oct. 1st, 2018 and terminating on Sept.30th, 2023

4 BENEFICIAL OCCUPATION

- 4.1 The Lessor shall procure that the Lessee shall be informed in writing at least 14 days prior thereto of the Beneficial Occupation Date and the Lessor shall give the Lessee free and undisturbed possession of the Premises on the Beneficial Occupation Date for the purposes of effecting the fitting out of the Premises in accordance with the Tenant Specifications and it being agreed that:-
- 4.2 The Lessee shall submit the Tenant Specifications to the Lessor for approval on or before(60) sixty days from the Beneficial Occupation Date;
- 4.3 the Lessor shall approve the Tenant Specifications in writing, subject to such reasonable amendments it may require be effected thereto;
- 4.4 The Lessee shall effect the completion of the fitting out of the Premises at it sole cost and expenses. The lessee shall be responsible to adequately secure the premises during the period of Beneficial Occupation Date to the Commencement Date.
- 4.5 Should the Lessor not grant free and undisturbed possession of the Premises to the Lessee, prior to or on the Beneficial Occupation Date, by reason of building operations not having been completed or for any other reason (save where such delay has been caused by a failure on the part of the Lessee to comply with its obligations under and in terms of the Tenant Specifications), the Lessor shall give at least 90 (ninety) days advance written notice to the Lessee of such delay and specify a date which shall be the (revised) Beneficial Occupation Date, and which date shall be at least 30 days prior to the date which shall be the (revised) Commencement Date.
- 4.6 The Lessor warrants that -
- 4.6.1 delivery vehicles will have access to the Property for the entire period from the Beneficial Occupation Date to the Commencement Date;
- 4.6.2 the Property shall be adequately secured during the period from the Beneficial Occupation Date to the Commencement Date; and
- 4.6.3 the Lessee shall be entitled, free of any consideration whatsoever, to have access to the Premises for the purpose of installing fixtures, fittings and equipment in the Premises from the Beneficial Occupation Date to the Commencement Date.
- 4.7 The Lessee warrants that the fixtures, fittings and equipment installed in the Premises in terms of the Tenant Specifications shall comply with the requirements of all lawful authorities having or asserting jurisdiction over the Shopping Centre, including but not limited to all applicable fire regulations.
- 4.8 Save where it is clearly indicated to the contrary, the terms and conditions of this Lease shall apply *mutatis mutandis* to the period from the Beneficial Occupation Date to the Commencement Date.
- 4.9 No rental shall be payable in respect of the period from the Beneficial Occupation Date to the Commencement Date.

5 RENTAL

5.1 Subject to the provisions hereof, the monthly rental payable by the Lessee to the Lessor shall at the commencement of the Term, be the sum of BWP 11,050.00 exclusive of VAT. The monthly rental shall be payable to the Lessor monthly in advance by not later than 3rd (Third) day of each month.

5.2 The rental shall be payable free of bank exchange in Botswana currency to the Lessor at the address stipulated in clause 24 unless otherwise notified by the Lessor from time to time in writing to the Lessee.

5.3 The rental payable by the Lessee to the Lessor in terms of clause 5.1 above excludes VAT, which VAT shall be paid by the Lessee to the Lessor simultaneously with the payment of the monthly rentals referred to in clause 5.1 above.

5.4 The rental payable in terms of this Lease is subject to an escalation, on each annual anniversary of the Commencement Date, of 8% (eight percent) per year on such monthly rental for each year during the Term, which escalation will commence on the first anniversary of the Commencement Date.

5.5 Should any rental due in terms hereof remain unpaid for a period of 7 days after the seventh day of each month then interest shall be charged at 3% above the prime lending rate as advertised by Barclays Bank of Botswana Limited on a daily basis and shall accrue from and including the second day of each month.

6 OPTION TO RENEW

6.1 The Lessor hereby grants to the Lessee an option to renew the Lease for a further period of 5 (five) years on the same terms and conditions herein set out, save as to the rental, and the option to renew, provided that ("the Renewal Period"):-

6.1.1 the option is exercised in writing by the Lessee providing notice to the Lessor in terms of clause 24 of its intention to renew the Lease not less than 3 months before the termination Initial Term; and

6.1.2 provided further that the Lessee is not in breach of any of its obligations under this Lease as at the date of such notice or as at the date of termination of the Term.

6.2 The monthly rent payable during the first year of the Renewal Period (and any period thereafter) shall be an amount which is calculated as being the Open Market Rental it being agreed that the provisions of clauses 5.3 to 5.5 shall apply to the rentals due during the Renewal Period, to be interpreted *mutatis mutandis*.

7 SECURITY DEPOSIT

On the date of signature hereof, the Lessee shall pay to the Lessor a deposit in an amount equal to first month's rental. The Lessor shall have the right to apply the whole or portion thereof towards payment of rent, water, electricity, keys replacement, renovations or any other liability whatsoever for which the Lessee is responsible. If any portion of the deposit is so applied the Lessee shall forthwith reinstate the deposit to its original amount. The deposit shall be retained by the Lessor or its agents free of any interest until the expiry of the Initial Term or the Renewal Period as the case may be and the vacation of the Premises by the Lessee and the complete discharge of the Lessee's obligations to the Lessor arising from this Lease. The Lessee shall **not** be entitled to set off against the deposit any rent or other amount payable by it.

8 CHARGES

- 8.1 The Lessee shall be liable to pay the cost of any charges for the consumption of electricity and water on the Premises during the currency of this Lease or the Renewal Period.
- 8.2 Should the Lessee arrange for the installation of a telephone in the Premises, the Lessee shall be liable for the installation costs, for the rentals and any other charges related to the use of the telephone during the currency of this Lease or the Renewal Period.
- 8.3 Lessee shall procure that within 7 days of the Commencement Date the authorities shall open the accounts for the consumption of electricity in the Premises for the currency of this Lease or the Renewal Period to be in the name of the Lessee and the Lessee shall be liable to pay any deposit required by those authorities upon demand.
- 8.4 At the termination of this Lease for whatever reason, the Lessee shall procure that the authorities in control of costing and charging for the consumption of the electricity and the telephone on the premises (if applicable) measure and account for the consumption of electricity and the use of the telephone in the Premises up to and including the date of termination and the Lessee shall forthwith effect payment of the account in respect thereof to the appropriate authorities.
- 8.5 The Lessor provides the lessee with the shop finishes as attached ANNEXURE "C". The lessee is responsible at its sole cost for the fittings and fixtures of the premises. Should any changes requested by the lessees on the shop finishes, a written application shall be submitted to the lessor for consideration, and a workout

9 LEVIES

- 9.1 A service charges shall be levied by the lessor in respect of the provision and maintenance of the facilities to the common areas of the property by the lessor, including but not limited to the water, lighting, cleaning, security and advertising, which shall be payable in the same proportion as that which the area occupied by the lessee bears to the total lettable area of the premises. The lessor shall levy a monthly estimated service charges in respect of the foregoing which shall be payable by the lessee in advance at the same time and in the same manner as the rental payment. The service charge shall be reconciled every 6 months by the lessor by the provision of certified service charge accounts furnished to the lessee who shall then receive from, or make a balancing payment to, the lessor in respect of any sums overpaid or outstanding.

10 USE OF PREMISES

- 10.1 The Lessee shall use the Premises for a LOCAL FOOD RESTAURANT ONLY. Breaching of this purpose will resulted in cancelation of the lease.
- 10.2 It is specifically acknowledged by the Lessee that it and its employees shall be obligated to comply with the Rules and other directives of the Management body in respect of the operation of the business.

It is specially recorded that it is the sole responsibility of the lessee to obtain any licenses or permits necessary for the conduct of its business at the premises, In addition, the Lessee shall:-

- 10.2.1 procure that the Premises are kept open for business at least during the trading hours stipulated by the Lessor from time to time;

- 10.2.2 procure that the Premises are adequately stocked with merchandise and properly staffed with personnel at all times;
- 10.2.3 keep the shop fronts of the Premises illuminated during such reasonable hours as the Lessor may from time to time in writing direct;
- 10.2.4 not cause or allow the trade name of the business conducted in the Premises to be changed without the prior written consent of the Lessor;
- 10.2.5 not cause or allow any loudspeakers, radios, television sets or similar apparatus to be operated in a manner such as to be heard outside the Premises or to be seen outside the Premises except through the shop window thereof;
- 10.2.6 procure the approval by the Lessor of all signage and shop fittings prior to hanging, erection, painting or installation; and
- 10.2.7 (For Food Court Tenants) to install extraction fans to the reasonable satisfaction of the Lessor to ensure air quality in the premises and Common Areas and specifically to not cause a nuisance to the other tenants and occupiers of the Scheme and Common Areas.
- 10.3 The Lessee shall not do or omit to do or permit to be done by any person anything which shall contravene the conditions of title under which the Lessor owns the Premises or the terms of any laws, bye-laws, planning regulations or proclamations pertaining to the Premises or the area in which the Lessor may be required to observe by reason of its ownership of the Premises or which the Lessee may be required to observe by reason of its occupation of the Premises, including without limiting the generality of the foregoing the Rules.
- 10.4 The Lessee or any employee of the Lessee making use of any part of the Premises shall do so as not to cause any disturbance or annoyance to other persons occupying or utilising adjacent premises in the Scheme or the Common Areas.
- 10.5 In the interests of providing as much parking space as possible to the general public, the lessee shall ensure that tis vehicles, and those of its employees, are not to be parked in the public parking areas depicted on the attached Schedule 'A". Lessee's/loading/off-loading parking is allocated at the back side of the premises.

11 CESSION AND SUB-LETTING

- 11.1 The Lessee shall not sub-let the Premises or any portion thereof, nor cede nor assign its rights or any portion thereof arising from the terms of this Lease to any third party without prior written consent of the Lessor first being obtained, which consent shall not be unreasonably withheld.
- 11.2 The Lessee shall further not give up occupation or possession of the Premises or any portion thereof to any person or permit any person whether as licence, agent, occupier, squatter tenant, custodian or otherwise to enter into possession or to occupy or take possession of the Premises or any portion thereof for any period whatsoever without the Lessor's prior written consent being first had and obtained, which consent shall not be unreasonably withheld.
- 11.3 If the Lessee is a company whose shares are not listed on the Botswana Stock Exchange, the Lessee warrants that while this Lease remains in force there will be no direct change in the

control of the Lessee without the Lessor's prior written consent, and unless the shares of the holding company of the Lessee are listed on the Botswana Stock Exchange, while this Lease remains in force the Lessee warrants that there will be no indirect change in the control of the Lessee without the Lessor's prior written consent.

11.4 The Lessor shall be entitled, on written notice to the Lessee, to cede or assign its rights and obligations in terms of this Lease.

11.5 If the Lessee is a company, no shares therein shall be transferred from its shareholders, nor may any shares be allotted to any person other than such shareholders, without the Lessor's prior written consent which, in the case of allotment or transfer of shares which will still leave the control of the Lessee with the existing shareholders as at the date of signature hereof, or of a transfer of shares to a deceased shareholder's heirs, shall not be unreasonably withheld. Similarly, if the Lessee is a close corporation, no members' interest in such close corporation is to be allotted to any person other than another member of the close corporation without the Lessor's prior written consent. Any transfer or allotment of shares affected without such consent shall constitute a breach of terms by the Lessee, justifying cancellation of the Lease by the Lessor.

12 REPAIRS AND MAINTENANCE

12.1 The lessee undertakes to insure with an insurance company approved by the Lessor, all and any glass and plate glass whether internal or external, contained in or on the premises at its sole cost and expense against damage howsoever and whomsoever caused. The Lessee furthermore undertakes to ensure that any such damage shall be repaired as soon as possible. The Lessee shall, if so required by the Lessor, lodge with the Lessor a photocopy of the original insurance policy and shall also exhibit to the Lessor as and when requested by the Lessor proof of payment of the premiums that fall due in respect of the said insurance policy. Should the Lessee fail to fulfil its obligations in terms hereof, the lessor shall be entitled, without prejudice to any rights it may have under this lease, to take out the necessary insurance policy or to pay the premiums in respect thereof and recover any cost arising there from the Lessee. A certificate by the Lessor's Architect as the amount due by the Lessee in terms hereof shall be *prima facie* proof of the amount due.

12.2 Within 30 (Thirty) days from the Commencement Date, the Lessee shall give to the Lessor written notice specifying any defects which exist in the Premises, fixtures and fittings in the Premises which are defective or missing or any appurtenances to the Premises which are defective or missing.

12.3 Upon receipt of the notice as set out in 12.1, the Lessor shall at its own cost proceed with due diligence to remedy the defects in the Premises, the fixtures and fittings therein or the appurtenances thereon and install or replace the fixtures and fittings or appurtenances to the Premises which are missing.

12.4 In the event that the Lessee fails to deliver to the Lessor the notice as set out in 12.1, the Lessee shall be deemed to have accepted the Premises as being complete and without visible defects. In that event, the Lessee would have acknowledged that the Premises as seen internally are in a good state of repair.

12.5 Subject to 12.1, the Lessor undertakes to maintain the external walls, roofs, foundation, concealed plumbing, electrical installations, piping and conduiting in good repair and condition.

- 12.6 Subject to the provisions of 12.1 and 12.4 hereof, the Lessee shall keep, maintain and repair at its sole cost the inside of the Premises including but not restricted to, the aircons(if installed) , the internal walls, windows, entrance and panes, the doors, the door handles, locks, keys, latches, kitchen cabinets, sanitary fittings or other installations, but specifically excluding any portion of the Premises which are being maintained in terms of the Maintenance Fee, including without limiting the generality of the foregoing, air conditioning.
- 12.7 The Lessee shall be responsible for the unblocking and repair of any internal drains in the Premises that are rendered blocked and the Lessor shall be responsible for unblocking and repair all other drains outside of the Premises.
- 12.8 Upon the expiration or earlier termination of this Lease, the Lessee shall return the Premises, the Lessor's fixtures and fittings thereon and the appurtenances thereto, to the Lessor in good order and condition (fair wear and tear excepted). The Lessee shall however be required to repaint the interior of the Premises with good quality paint to match the existing quality and colour. Any carpets /tiles in the Premises shall be thoroughly cleaned prior to the Lessee vacating the Premises.
- 12.9 The Lessor shall be entitled at all reasonable times upon giving reasonable notice to the Lessee, to enter into the Premises and inspect them to ensure that the Lessee is carrying out or has carried out the repairs and maintenance which it is obliged to do in terms of this Lease.
- 12.10 In the event that it is apparent that the Lessee has failed to honour its obligations and effect the repairs and maintenance which it is obliged to do in terms hereof, the Lessor shall request the Lessee to effect such repairs or maintenance within 7 days of receipt by the Lessee of a written notice in terms of clause 24 calling upon it so to do from the Lessor.
- 12.11 In the event that the Lessee fails to carry out the repairs and maintenance in terms of the notice received by it as set out in clause 12.9 above, the Lessor, without prejudice and in additions to its other rights, shall be entitled but not obliged, to carry out such work(s), without liability on the Lessor's part to the Lessee for any loss or damage, inconvenience or disturbance.
- 12.12 Upon completion of the work(s) as per clause 12.10 above and receipt of a request for payment of the costs of such works from the Lessor by the Lessee, the Lessee shall be obliged to effect payment of all costs incurred in effecting the repairs or maintenance, inclusive of legal and professional costs incurred (if any). In the event that the Lessee fails to effect payment aforesaid, the Lessor shall be entitled at its sole option, to sue for the recovery of the costs aforesaid.
- 12.13 In the event of the Lessee failing to return the Premises to the Lessor in good order and condition, and entirely redecorated as envisaged in 12.7, then the provisions of 12.11 shall mutatis mutandis apply except that the Lessor shall be entitled to recover as liquidated damages from the Lessee an amount equivalent to the rental for the period for which the Premises remain unoccupied during which reasonable time the repairs and maintenance necessary to restore the Premises to a state of good order and condition will be undertaken by the Lessor and the costs thereof will also be recoverable as liquidated damages.
- 12.14 Any obligations of the Lessee carried out in terms of this clause in or on the Premises by the Lessee, shall be carried out to the reasonable satisfaction of the Lessor by competent and experienced workmen employed by the Lessee, for such purposes who shall not use any materials which are inferior to those materials built into or on the Premises at the Commencement Date.

- 12.15 In the event that it is apparent that the Lessor has failed to honour its obligations and effect the repairs and maintenance which it is obliged to do in terms of this clause 11 then the Lessee shall be entitled to request the Lessor to effect such repairs or maintenance within 7 days of receipt by the Lessor of a written notice in terms of clause 24 calling upon it so to do from the Lessee.
- 12.16 In the event that the Lessor fails to carry out the repairs and maintenance in terms of the notice received by it as set out in clause 12.14 above, the Lessee, without prejudice and in additions to its other rights, shall be entitled but not obliged, to carry out such work(s), without liability on the Lessee's part to the Lessor for any loss or damage, inconvenience or disturbance.
- 12.17 Upon completion of the work(s) as per clause 12.15 above and receipt of a request for payment of the costs of such works from the Lessee by the Lessor, the Lessor shall be obliged to effect payment of all costs incurred in effecting the repairs or maintenance, inclusive of legal and professional costs incurred (if any). In the event that the Lessor fails to effect payment aforesaid, the Lessee shall be entitled to deduct the costs of such works from rentals due to the Lessor in terms of clause 5.1, 5.2 or 6.2 as the case may be.

13 ALTERATIONS, ADDITIONS AND MODIFICATIONS

- 13.1 The Lessee shall not make any external or internal alterations, additions or modifications whatsoever to the premises, whether structural or otherwise, without the prior written consent and agreement of the Lessor, which consent shall not be unreasonably withheld
- 13.2 Any alterations undertaken, whether or not with the above consent having been obtained, must on the expiration or if sooner termination of the Lease, at the request of the Lessor be removed and the Premises restored and made good to the original conditions in which it existed at the Commencement Date.
- 13.3 The Lessee shall in the premises such fixtures as may be necessary for the carrying on of the Lessee's business, of the best available quality and design in keeping with the high standard of trading and merchandising practice and to the approval of the lessor's architect
- 13.4 The lessee shall only erect and install its fixtures and fittings strictly in accordance with the store layout plans.
- 13.5 Permit and allow the Lessor's architect to inspect and reasonably supervise the implementation of the store layout plans.
- 13.6 In the event of it being a condition of any competent authority in respect of the grant or renewal of any licenses required by the Lessee to carry on the business for which the premises are let that the premises shall be altered, added to or renovated, the Lessor shall not be obliged, but the Lessee shall be entitled at its own expense to carry out such alterations, additions or renovations, provided that the Lessor's prior written consent has been obtained, which consent shall not be unreasonably withheld and if the Lessor so requires that the work be carried out by a contractor nominated by the Lessor and under the supervision of an Architect nominated by the Lessor.
- 13.7 If the Lessee is obliged by the Lessor to remove any alterations and additions and reinstate the leased premises and, for the purposes of so doing, the lessee remains in occupation of the leased premises after expiry of this lease, then the lessee shall be liable for

the payment of rental in terms of this lease in respect of such period of occupation, and such further damages as may accrue to the Lessor arising therefrom.

- 13.8 Notwithstanding anything to the contrary contained in this agreement of lease, should the Lessor, at any time decide either to rebuild the building containing the premises, or to make any major structural alterations thereto which will result in the premises being destroyed or deprived of reasonable access, it shall be entitled to cancel this agreement of lease by giving 6 (six) calendar month's written notice to that effect to the lessee, and in that event the Lessor shall not be obliged to compensate the Lessee in any way in respect of the unexpired portion of this agreement of lease and the Lessee shall not be entitled to claim any amounts from the Lessor by virtue of such cancellation.

14 SIGNS AND ADVERTISING

- 14.1 The Lessee shall not affix or mount posters, advertisement or other temporary notices of whatsoever nature on the interior of shop windows or on the exterior of the premises, or on any part of the building outside of the premises, without the Lessor's prior written consent to the situation, size and design thereof, nor distribute any advertisements upon the property without the Lessor's prior written consent.
- 14.2 The Lessee will be required to provide a sign in compliance with the provision of the Lessor's standard sign and shop front specification and subject to the Lessor's prior written approval. In giving such consent the Lessor shall be entitled to stipulate who shall design, manufacture and supply and advertising sign. The Lessee shall at all times keep the sign in good and proper working order and shall comply with the requirements from time to time of any competent authority in regard to such signs and shall bear the cost of leasing and running such sign.
- 14.3 Should an advertising pylon be erected in a prominent position on the property for the purpose of advertising the building as a shopping centre, then the Lessee's signage on any such pylon shall be charged out in proportion to the rental, running and maintenance expenses of such pylon, equal to the proportion that the signage bears to the total signage on the pylon.

15 INSURANCE

- 15.1 The lessee shall be responsible for the insurance at its own cost of all the contents of the Premises, including all stock, fixtures and fittings. While the lessor shall insure the Premises in accordance with the normal practise of an owner of such Premises against all risks, including public liability insurance, and at a minimum level which is equivalent of the replacement cost of the construction of the Premises.
- 15.2 The Lessee hereby undertakes not to do any act nor bring onto the Premises any item, which might prejudice the Lessor's rights or invalidate or make void the Lessor's insurance policy for the Premises.
- 15.3 In the event of the Lessee taking any action or failing to do anything which has the effect of prejudicing the Lessor's rights or invalidating or rendering void the Lessor's insurance policy in any way, then the Lessee shall be held liable for any damages suffered by the Lessor by reason of the Lessee's actions or omissions.

15.4 The Lessee shall not store, harbour, or permit the storage or harbouring of any article upon the Premises or do or permit anything to be done as a result of which the premiums of the Lessor's insurance premiums may be increased. In the event that an increase is occasioned by such storage or harbouring of any article or by an act or omission in conflict with the provisions thereof by the Lessee, the Lessee shall be liable for and pay to the Lessor upon demand the amount of the increase in such premium.

16 DESTRUCTION OF THE PREMISES

16.1 In the event that the Premises are completely destroyed or so damaged as to render them entirely untenable, the Lessor shall be entitled to provide written notice in terms of clause 24 to the Lessee pursuant to which notice the Lessor shall elect to either:

16.1.1 declare this Lease cancelled and terminated with effect from the date of destruction or damage in which event the Parties mutual obligations shall cease with effect from the date of such termination; or

16.1.2 on the basis that the damage to the Premises can be restored within a reasonable period of time, to record that the Lessor intends to restore the Premises to the same condition they were in on the Commencement Date in which event the Lease shall not be terminated but the Lessor shall be obliged to proceed expeditiously with the work of rebuilding or restoring the Premises accordingly.

16.2 In the event of this Lease being terminated by notice in terms of clause 15.1.1, the Lessee shall not be liable for the payment of any rental after the date of destruction or damage to the premises and shall not have any claim of whatsoever nature for damages or compensation against the Lessor (without prejudice to the Lessor's insurance cover).

16.3 In the event of this Lease not being terminated in terms of 15.1.2, the Lessee's obligations to pay rental shall not arise until such time as the Premises are fit for occupation and all such damage has been repaired. Rental payments shall resume immediately from the date of re-occupation of the Premises by the Lessee or when the Premises ought to have been reasonably re-occupied by the Lessee.

16.4 In the event that the Premises are damaged in such a manner that they are nevertheless tenable, this Lease shall not be cancelled, but the rental payable by the Lessee shall be abated pro-rata having regard to the extent to which the Lessee is able to enjoy beneficial occupation of the Premises, until the damage has been repaired.

16.5 In the event of dispute arising between the Lessor and the Lessee in regard to the amount or extent of the abatement of rental to which the Lessee may be entitled in terms of clause 15.2, the amount of the rent payable by the Lessee to the Lessor during the period for which the Premises are rendered partially tenable shall be determined as if such rental is Open Market Rental to be interpreted mutatis mutandis.

17 INSPECTION OF THE PREMISES

The Lessor shall be entitled at all reasonable times during the currency of this Lease to effect repairs and maintenance, make alterations, improvement and / or additions to the Premises as the Lessor may in its discretion decide to carry out, in consultation with the Lessee.

18 FURTHER OBLIGATIONS OF THE LESSEE

In addition to the other conditions hereof, the Lessee shall be obliged to:

18.1 be aware of and comply with the Rules;

insure in accordance with generally acceptable sound practices, all the Lessee's contents to be brought upon or placed in the Premises;

Fire Hazard: The lessee shall not at any time bring or allow to be brought or kept on the premises or on the property, nor do, nor suffer to be carried on, in the premises or the property, any matter or thing or activity whereby the fire or any other insurance policy of the building may be declared null and void or become voidable or whereby the premium for any such insurance may be increased. If the premiums for such insurance are increased as a result of a contravention of this clause, whether with the Lessor's written consent or not, the Lessor, without prejudice to any of its rights hereunder, may recover from the Lessee the amount due in respect of any additional premiums and the Lessee shall pay such amount immediately on notification from the Lessor or the insurance company to the effect such additional premiums have been changed.

18.2 refrain from using, and to ensure that the Premises are not used, in such a manner to be a nuisance to the Lessor or other persons enjoyment of the Common Areas or the Scheme;

18.3 not to allow noisy, rowdy or disorderly conduct whatsoever upon or in the Premises, the Common Areas or the Scheme that may be a nuisance, or cause nuisance, damage, annoyance or inconvenience other persons utilising the Common Areas or the Scheme;

18.4 keep the Premises in a clean, tidy and sanitary condition at all times;

18.5 refrain from affixing any sign or notices to the Premises or any part thereof without the Lessor's consent, which consent shall not be unreasonably withheld;

18.6 refrain from interfering with or over loading the electricity and water supply to the Premises;

18.7 refrain from and not permit the storing or parking of scrap vehicles, boxes, caravans, trailers, or items of any description whatsoever in any part of the Common Areas or the Scheme;

18.8 refrain from holding any sale by public auction of whatsoever description in or about the Common Areas or the Scheme;

18.9 refrain from leaving or causing to be left any article of any description whatsoever or any refuse in any part of the Common Areas or the Scheme;

18.10 replace all globes, fluorescent bulbs, starters and ballasts used in the Premises and meet the cost of such replacements; and

18.11 refrain from placing any safe or heavy article in the Premises without the Lessor's written consent being first had and obtained, which consent shall not be unreasonably withheld.

18.12 Vending Machines: The lessee undertakes that it will not operate or permit to be operated in or about the premises or the building, any coin or token operated vending machine or similar device for the sale of any goods, merchandise, beverages, sweets, cigarettes, other commodities or services, nor any scales, pay lockers, amusement devices and machines, without the prior written consent of the Lessor.

18.13 Tobacco Products Control: The Lessee shall manage and control the said business and shall ensure that nothing shall be done, permitted or omitted contrary to the statutory provisions of the Tobacco Products Control Act applicable in Botswana, from time to time, and/or any ordinance or regulation or by-law as applies thereto relating to the business aforesaid and/or the Lessee's activities and occupation of the leased premises whereby the Lessee and/or the Lessor may be liable on conviction to a fine, penalty and/or imprisonment in terms of the Act aforesaid. In the event that the Lessor is found guilty of an offence and liable on conviction to a fine or penalty, the Lessor shall be entitled to recover the amount of such fine or penalty from the Lessee on demand

19 LESSOR'S LIABILITY

The Lessor shall not be responsible for any damage to or the loss of any equipment, machines, papers or other articles kept in the Premises (whether the property of the Lessee or that of anyone else) by rain, hail, lightning or fire or by reason of riot, strikes or State's enemies or as a result of theft or burglary, with or without forcible entry, or through any cause whatsoever, nor shall the Lessor be responsible for any personal injury which may be sustained in or about the premises or the building by any of the directors, servants, agents, customers or invitees of the Lessee in respect of personal injuries so sustained or in respect of the loss of or any damage to anything contained in or brought into the Premises. All the provisions of this clause shall apply and be fully operative notwithstanding that any loss, damage or injury hereinbefore referred to may occur or be sustained in consequence of anything done or omitted by the Lessor or any of its partners, servants or agents, whether negligently or otherwise howsoever and notwithstanding that the Lessor may have been in breach of any of its obligations hereunder.

20 WITHHOLDING RENTAL

Save as provided for by clause 12.16, the Lessee shall not under any circumstances and for any cause whatsoever have any claim or right to withhold or defer rental payments by it to the Lessor in terms hereof.

21 BREACH

21.1 In the event that the Lessee:

21.1.1 fails to pay any rental or any other amount payable by it in terms hereof on due date and fails to remedy the breach within 7 days from the date of a written notice to the Lessee from the Lessor calling upon the Lessee to remedy such breach; or

21.1.2 commits any breach of any of the other terms and conditions of this Lease and fails to remedy the breach within 7 days from the date of a written notice to the Lessee from the Lessor calling upon the Lessee to remedy such breach; or

21.1.3 is sequestrated or liquidated (whether provisionally or finally) or placed under judicial management, or;

21.1.4 fails to satisfy or rescind a judgment against it within 10 days of such judgment;

then the Lessor shall be entitled in its sole and absolute discretion either;-

21.1.5 to cancel this Lease forthwith by written notice to that effect to the Lessee; or

21.1.6 to claim any rental arrears due by the Lessee to the Lessor; or

21.1.7 to claim damages and ejection of the Lessee from the Premises;

without prejudice to any other claim of any nature whatsoever which it may have against the Lessee as a result of the breach.

21.2 In the event of the Lessor taking any action in terms of this clause 20, the Lessee shall be obliged to pay to the Lessor the cost of any such action and the cost of the services of any attorney instructed in this regard, on an attorney/client scale, which amount shall form part of the claims of the Lessor in terms of section 20.

21.3 In the event that the Lessor cancels this lease and the Lessee disputes the Lessor's rights to do so and remains in occupation of the Premises pending the determination of that dispute then:-

21.3.1 the Lessee shall be obliged to continue to carry out its obligations under this Lease;

21.3.2 the Lessee shall continue to pay all amounts due in terms of this lease on the dates thereof.

21.4 The acceptance by the Lessor of the payments in terms of 20.3.2 shall be without prejudice to and shall not in any manner whatsoever affect the Lessor's claim to the cancellation of this Lease or any of its rights of any nature whatsoever.

21.5 In the event that the dispute between the Lessor and the Lessee be determined in favour of the Lessor the payments made to the Lessor in terms of 20.3.2. hereof shall be regarded as amount paid by the Lessee to the Lessor on account of damages, on account of unlawful holding over by the Lessee, of the Premises.

22. Termination

22.1 The lessee shall not terminate the lease for any reason whatsoever during the first (2) two years of the lease agreement.

22.2 The lessee may, on the expiration of the second year, terminate the Agreement by giving to the lessor not less than three calendar months' notice in the event that the lessee, for good cause, determines that it is unable to continue paying the rental as per the lease agreement. Good cause in this instance shall include financial reason to be substantiated by the lessee on such termination.

23.IMPLEMENTATION

The Parties undertake to do all such things, perform all such acts, take such steps and procure the doing of all such things, the performance of all such steps as may be necessary to give effect to the terms and conditions of this Lease.

23 GOVERNING LAWS

This Lease shall be interpreted in accordance with, and be subject to, the laws of the Republic of Botswana.

24 ARBITRATION

- a. Should any dispute arise out of or in connection with this Lease, any Party shall be entitled to require by written notice to the other that the dispute be submitted to arbitration in terms of this clause 21.
- b. Upon receipt of the written notice referred to in clause 21, the Parties shall meet and endeavour in good faith to resolve the dispute amicably and expeditiously.
- c. If the Parties are unable to resolve the dispute in question despite compliance with clause 21, then the dispute shall be referred to an arbitrator in accordance with the remaining provisions of this clause 21.
- d. Subject to the foregoing provisions of this clause 21, provided that the arbitrator shall be, if the question in issue is:-
 - i. primarily an accounting matter, the senior partner for the time being, ordinarily resident in Gaborone, of an international accountancy practice with offices in Gaborone;
 - ii. primarily a legal matter, an attorney or advocate with at least 10 years post-call experience and being ordinarily resident in Gaborone;
 - iii. any other matter, a person with the appropriate qualifications and experience and being ordinarily resident in Gaborone agreed upon by the parties in writing;failing such agreement within 14 (fourteen) days, appointed by the Chairman of the Botswana Institute of Arbitrators ("BIA") who may be requested by any Party to make nomination at any time after the expiry of that 14 (fourteen) day period.
- e. The arbitration shall be held at a venue in Gaborone and in English, and in accordance with formalities and/or procedures of the BIA provided that the arbitrator shall not be obliged to observe or carry out the usual formalities or procedure, pleadings and/or discovery or the strict rules of evidence.
- f. In the event that this Lease should terminate, for any reason whatsoever, then the provisions of this clause 21, shall survive such termination.
- g. This clause 21 constitutes an irrevocable consent by the Parties to any proceedings in terms hereof and no Party shall be entitled to withdraw therefrom or to claim any such proceedings that it is not bound by this clause 21.
- h. This clause 21 shall not preclude any Party from obtaining relief by way of motion proceedings on an urgent basis from a court of competent jurisdiction, pending the decision of the arbitrator.
- i. the Parties consent and submit to the non-exclusive jurisdiction of the Magistrate Court of the region and if applies, the High Court of the Republic of Botswana. Any action or application arising out of this lease or any surety ship furnished for the obligations of the Lessee hereunder may be brought in any magistrate court having jurisdiction in respect of the Lessee or the sureties, the case maybe, notwithstanding that the amount in issue may exceed the jurisdiction of such court.

25 DOMICILIA AND NOTICES

As their addresses to which all notices and any processes may be served under this Lease;

- a. The Lessor choose P.O.BOX 50107, GABORONE
 - b. The Lessee chooses P.O.BOX 401919, GABORONE
-
- a. Any Party shall be entitled to change that Party's domicilium by giving written notice of such fact to the other Party.
 - b. Any notice or communication hereunder or in connection herewith shall:
 - i. be in writing and shall be delivered personally, by facsimile, e-mail or by pre-paid post to the address given in clause 25.1 above or at such other address as the recipient may have notified to the other Party in writing; and
 - ii. in the case of notice by post, be deemed to have been received five (5) days after posting, and in the case of facsimile and/or e-mail the day immediately following the day of dispatch and in the case of personal delivery on the day when delivered.

26 COSTS

There is a P550 + VAT Lease preparation fee. Additionally the lessee shall bear their own costs in respect of their own professional and legal fees incurred in the consulting of, negotiating of and execution of this Lease.

27 GENERAL

- a. This Lease constitutes the sole record of the agreement amongst the Parties in regard to the subject matter thereof and supersedes all prior agreements amongst the Parties or any of them in regard to the subject matter thereof.
- b. No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
- c. No addition to, variation or agreed cancellation of this Lease shall be of any force or effect unless in writing and signed by or on behalf of all the Parties.
- d. No indulgence, extension of time, relaxation or latitude which any Party ("the grantor") may grant, show or allow to another ("the grantee") shall constitute a waiver of any of the rights of the grantor, who shall not thereby be prejudiced or estopped from exercising any rights against the grantee which may have arisen in the past or which may arise in the future.
- e. This Lease may be executed in one or more counterparts, and in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
- f. If any provision of this Lease is held or found to be invalid or unenforceable or contrary to the provisions of any law, such provision shall be deemed to have been severed from



this Lease and to be pro non scripto; provided that all of the remaining terms of this Lease shall continue to be of full force and effect and to bind the Parties.

- g. The provisions of this Lease shall be binding upon the successors-in-title and assigns of the Parties. Accordingly, the rights and obligations of each Party arising out of or pursuant to this Lease shall devolve upon and bind its legal personal representatives, successors-in-title and permitted assigns.

28 SURETYSHIP

By their respective signatures to this Lease, the Lessee’s representative, hereby acknowledges himself to be truly and lawfully bound, in his personal capacity, as surety for and co-principal debtor *in solidum* with the Lessee for the due performance of the Lessee’s obligations in terms hereof, specifically renouncing the benefits of the legal exceptions of excussion and division of action the full force and effect of which the representative acknowledges himself to be acquitted.

SIGNED AT GABORONE THIS _____ DAY OF _____, 2018 IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:

AS WITNESSES:

1

.....

LESSOR (duly authorised)

2

SIGNED AT GABORONE THIS _____ DAY OF _____ 2018 IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:

AS WITNESSES:

1

.....

LESSEE (duly authorised)

2

SIGNED AT GABORONE THIS _____ DAY OF _____ 2018 IN THE PRESENCE OF THE UNDERSIGNED WITNESS



ANNEXURE "A"

I, NDIMANDE FONAH KENAOPE as director and the sole shareholder of **MAID LINK SERVICES (PROPRIETARY) LIMITED**, and I, MASTOW NDIMANDE , as husband of NDIMANDE FONAH KENAOPE, ID NO: A02702349 ,

Hereby bind ourselves severally to MOTHERLAND (Pty) Ltd (hereinafter called Landlord) PLOT 2895, Mochudi, it's successors in title or its assignees as sureties in solidum (with joint and several liability), and co-principal debtors for the due performance by **MAID LINK SERVICES (PROPRIETARY) LIMITED**, (Hereinafter called tenant) of Unit 16A, Kgabo Mall of all the Tenants obligations which arises from the agreement of Lease which was signed at Gaborone on the _____ day of _____, 2018

Any amendment, continuation, extension or renewal of the agreement of lease, whether with or without the addition of additional premises and/or the exclusion of premises leased in accordance with the agreement of the lease at the time of such amendment, continuation, extension or renewal.

1. Without any prejudice to our obligations as set out in general in 1 above, we are committed to pay to the Landlord:

- a. All alteration and repair costs, as well as Merchants Association contributions for which the Tenant is liable and
- b. All costs incurred or paid by the Landlord with regard to tracing the Tenant or ourselves as well as all commission and costs and fees with regard to the collection of any amount owing by the Tenant or by us including legal expenses on attorney and own client scale.
- c. We hereby acknowledge that we are fully acquainted with the terms and conditions of the said Lease.

d. We agree that the amount of our indebtedness to the Landlord (including interest, costs and the rate of interest) at any time shall be proved by a certificate purported to be signed by any manager of the Landlord. It shall not be necessary to prove appointment of the person signing such certificate. And such certificate shall be *prima facie* proof of the amount of our indebtedness to the Landlord and shall be valid as a liquid document against us in any competent court for the purpose of obtaining any judgement against us.

We consent to the jurisdiction of the magistrate's court notwithstanding that the amount in dispute may exceed the jurisdiction of such court.

We hereby renounce all benefits arising from the legal exceptions *non numeratae pecuniae beneficia excussonis et divisionis* (benefit of prior excursion and division of debt), with the force and effects of which we hereby declare ourselves fully acquainted.

e. We hereby choose as our domicillium citandi et executandi for all purposes of this deed of surety ship our address in 1 above and any notice or court process required to be given to us may be addressed to us at the said address and shall be deemed to have been given on the date on which it is posted to, or delivered by hand at the said address, as the case may be.



f. No amendment or consensual cancellation of this deed of surety ship is binding on the parties unless expressly contained in a written document signed by the Landlord.

Signed at Gaborone on2018 by.....

ID NO

.....

Surety 1

.....

Witness

Signed at Gaborone on..... 2018 by.....

.....

Surety 2

I.D no.....

.....

Witness

Signed at Gaborone on 2018 by

.....

ID NO

Surety 3

.....

Witness

ANNEXURE "B"



EXTRACTION OF RESOLUTION OF CITY SQUARE ENTERPRISES (PROPRIETARY) LIMITED
HELD AT GABORONE ON THE.....DAY OF.....2018

IT WAS RESOLVED

That this company entered into an agreement of Lease with MOTHELAND (PROPRIETARY) LIMITED in respect of Shop Unit 16A Located in the building known as KGABO MALL situated at Plot 2985, Mochudi on the terms and conditions set out in the Agreement of Lease.

CERTIFIED A TRUE COPY

.....

SIGN ABOVE