

## MEMORANDUM OF AGREEMENT

between

### BELGRAVIA SPORTS CLUB

Represented herein by Simon Sadomba, he being duly authorized thereto  
(The Landlord)  
Of 4603 East Road, Belgravia, Harare  
and

### POWERTEL COMMUNICATIONS (PVT) LIMITED

Represented herein by SAMUEL MAMINIMINI, he being duly authorized thereto  
Of 2 Coronation Avenue, Greendale, Harare  
(The Tenant)

#### WHEREAS :

- A. The Landlord is the holder of the rights and interest in Belgravia Sports Club in terms of a long term lease it has with the City of Harare.
- B. The Tenant is a company duly registered in terms of the laws of Zimbabwe specializing in Communications services.
- C. The Tenant has its communication equipment installed on a portion of the Lessor's premises measuring approximately 100 square metres in terms of a lease agreement that has expired and the parties have agreed to renew the lease agreement subject to certain terms and conditions as set forth hereunder.
- D. The parties now wish to record the terms of their agreement in that regard.

#### NOW THEREFORE IT IS AGREED AS FOLLOWS:

##### 1. Period of Lease

- 1.1 The lease shall commence on the 1<sup>st</sup> day of April 2019 and shall continue for a period of two (2) calendar years terminating on the 31<sup>st</sup> day of March 2021, subject to the satisfactory performance of the Tenant's obligations hereunder.
- 1.2 The lease may be renewed for such period as would be agreed between the parties upon the termination of the initial lease.

##### 2. Rent

- 2.1 The rent payable for the lease of the facilities shall be the sum of **One Thousand Five Hundred Dollars (\$ 1500.00) per month (Rtgs).**
- 2.2 The rent shall be paid quarterly at **\$4500.00 per quarter** in advance by the first date of the quarter.



3. Use of Premises

- 3.1 The premises shall be used by the Tenant for purposes of running its communications facility and for no other purpose unless prior written consent has been given by the Landlord.
- 3.2 It shall be the Tenant's responsibility to obtain whatever licences as may be necessary for it to conduct such business and to ensure that they are kept current.
- 3.3 The Landlord does not warrant that the premises are suitable for the Tenant's purposes.

4. Landlord's Responsibilities

- 4.1 The Landlord shall be responsible for any structural defects which may occur in the premises, but the Tenant undertakes to draw the Landlord's attention to any structural defects as soon as such defects become apparent.
- 4.4 It is agreed that the Landlord shall not, during the currency of the lease, enter into a similar agreement/arrangement without the prior written consent of the Tenant.

5. Non-liability of Landlord for defects

- 5.1 The Landlord shall not be liable to the Tenant for any injury, loss or damage of any description, which the Tenant or any member of the Tenant's family or any employee, relative, friend or visitor of the Tenant may sustain at the premises, even if sustained by reason of any defect in the premises, or for any act done or neglect on the part of the Landlord, or of any of the Landlord's employees.
- 5.2 The Tenant indemnifies the Landlord and any of the Landlord's employees against any claim arising out of such injury, loss or damage to any such person.

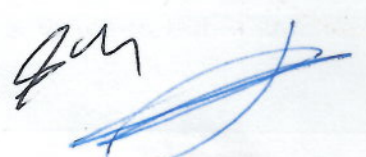
6. Maintenance of the Premises

- 6.1 The Tenant shall maintain the leased premises and the fixtures and fittings in good condition, fair wear and tear excepted.
- 6.2 The Tenant shall be responsible, at its expense, for the maintenance of its equipment at the premises.
- 6.3 The Tenant shall not be responsible for any damage caused by any act of God, or for any repairs made necessary by any structural defect in any of the buildings or fixtures and fittings, unless they have been caused by some wilful or negligent act or omission on the part of the Tenant or the Tenant's representatives.

7. Inspection of the Premises

The Landlord, or any authorised agent, may enter upon the premises at all reasonable times for the purpose of inspecting the premises, making repairs and ensuring compliance with the terms and conditions of this lease.

8. Alterations and Improvements





- 8.1 The Tenant shall be entitled to make any alterations or additions to the premises, whether permanent or temporary, provided the Landlord is notified in writing first.
- 8.2 The Landlord shall not be obliged to pay compensation to the Tenant for any alterations or additions or improvements made by the Tenant and which the Tenant does not remove from the premises on termination of the lease.

9. Municipal and other charges

- 9.1 The Tenant shall be responsible for the payment of its pro rata share of rates which may be levied on the premises by any competent local authorities.
- 9.2 In particular, the Tenant shall be responsible for the payment of rates, electricity, refuse removal, operating licences and all other charges levied by the local authority in respect of the premises.

10. Nuisance

The Tenant undertakes not to do, or cause to be done, anything which may interfere with the amenities of the neighbourhood, or cause annoyance to neighbours, or other people living in the neighbourhood.

11. Cession and Assignment

The Tenant shall not sublet the whole or any part of the premises, nor cede or assign the Tenant's rights in terms of this lease, except with the prior written consent of the Landlord.

12. Breach

In the event of the Tenant:

- 13.1 failing to pay any part of the rent on the date the rent becomes due; or
- 13.2 committing any breach of any other conditions of this lease and failing to remedy such breach within thirty days of written notice by the Landlord to the Tenant to do so;

the Landlord shall be entitled to cancel this lease and to re-enter and take possession of the premises without prejudice to the Landlord's rights to recover from the Tenant any arrears of rent due, or damage suffered, by reason of any breach by the Tenant of any terms and conditions of this agreement.

13. Holding over by the Tenant

- 13.1 Should the Landlord cancel this lease and the Tenant dispute the Landlord's right to do so and remain in occupation of the premises pending the determination of such dispute, the Tenant shall continue to pay all amounts due to the Landlord in terms of this lease on the due dates and the Landlord may accept and recover such payment without prejudice to the Landlord's claim for cancellation then in dispute.
- 13.2 Should such dispute between the Landlord and the Tenant be determined in favour of the Landlord, such payments shall be deemed to be amounts paid by the Tenant on account of damages suffered by the Landlord by reason of the unlawful holding over by the Tenant.



14. Variation of the Lease

This agreement is the whole agreement between the Landlord and the Tenant and there have been no warranties, guarantees, representations or conditions precedent save as are specifically recorded. No alterations or variations of this lease shall be of any effect unless in writing and signed by both parties.

15. Waiver of Rights

The rights of the parties under this lease shall not in any way be prejudiced by any extension of time or other indulgences which may be granted by one party to the other in respect of the performance of any of the other party's obligations in terms of the lease. Further, the waiver by either Party of a breach, delay, default or omission of any provision of this agreement by either party shall not be construed as waiver of any subsequent breach of the same or other provisions in the agreement.

16. Arbitration

Should any dispute arise between the parties regarding the interpretation or enforcement of this agreement then the dispute shall, at the request of either of the parties, be referred to arbitration before an arbitrator appointed by the Commercial Arbitration Centre in Harare.

18. Domicilium Citandi et Executandi

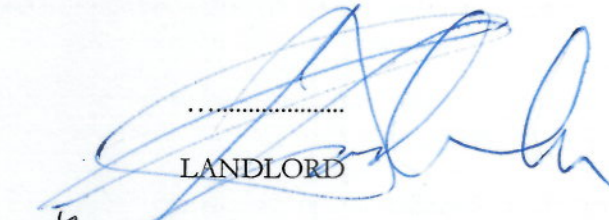
The Landlord chooses domicilium citandi et executandi at No. 4603 East Road, Belgravia, Harare and the Tenant chooses domicilium citandi et executandi at 2 Coronation Avenue, Greendale, Harare.

SIGNED at HARARE on this the 31<sup>st</sup> day of JULY 2019

AS WITNESSES:-

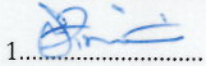
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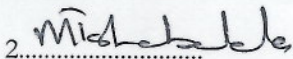
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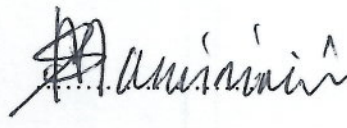
  
.....  
LANDLORD

SIGNED at HARARE on this the 19<sup>th</sup> day of September 2019

AS WITNESSES:-

1. 

2. 

  
.....  
TENANT