



Global Champion
Trading and Investments Cc

Reg No. cc/2008/2753

Dear Sir/Madam

To Whom It May Concern

I hereby confirm and attest that the members of Global Champion Trading and Investment cc have resolved to:

“give consent and grant permission to Industrialink to operate the solvent recycling project at our premises Erf 1015 Ondoto Street, Stop n Shop Business Centre for the duration of the Lease Agreement”.

Industrialink has vowed to work jointly with Global Champion Trading and Investment as well as with relevant authorities to ensure that the minimum statutory and regulatory requirement are met and complied with.

Your favourable support and assistance will be highly appreciated.

Yours faithfully

Captain Erastus JSP, NEKUTA ret.
EXECUTIVE CHAIRMAN



Copy to: Comrade Pau Illonga,
Comrade Mwetulamba Shingenge

Member
Member

P.O.Box3754 Windhoek Erf 1015 Ondoto Street, Okuryangava
Stop n Shop Business Complex
Contact Numbers: +264811285909; +264811275309; +264811242373

LEASE AGREEMENT

1. PARTICULARS

1.1 Landlord

BUSINESS NAME: **Global Champion Trading and Investments CC**
BUSINESS REG NO: **CC/2008/2753**
Duly represented by
FULL NAME: **Erastus JSP, Nekuta**
IDENTIFICATION: **63080600401**
POSTAL ADDRESS: **P.O.Box 3754, Windhoek, Namibia**
MOBILE: **0811285909**
EMAIL: **enekuta@yahoo.co.za, UK**

1.2 Tenant

BUSINESS NAME: **Industrialink Investments Cc**
BUSINESS REG NO: **CC/2021/06127**
POSTAL ADDRESS: **P. O. Box 26653, Windhoek, Namibia**
TELEPHONE: **+264 81 756 0878**
Email: **Industrialink@gmail.com**
Duly represented by
FULL NAME: **Immanuel Njemwatya Ndawedapo**
IDENTIFICATION: **95052800436**
RESIDENTIAL ADDRESS: **Erf 34, Schubert street, Windhoek West, Windhoek, Namibia**
MOBILE: **+264 81 226 8835**

Leased Premises: **Shop/Office/Storage:**
Erf 1015 Ondoto Street
Okuryangava

Building Size: **156 Square meters**

1.3 Lease Period: 24 Months

1 Year: Commencing 1st of December 2022 to 31st of December 2024. The agreement may be terminated by either party giving the other (2) two months written notice of termination. Such notice shall be given only on the 1st day of any calendar month, given that an agreement of termination is reached by both parties.

1.4 Rent per month rate: **N\$ 7 000**

1.5 Advance payment made on improvement: **N\$1,667 per x24 months**

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- 1.6 Rent per month for 24 months from date of agreement: **N\$5,333**
- 1.7 Stamp duty: **N\$ 639.00** Calculated as follows: (Monthly RentxN\$24/1000x5)
- 1.8 The purpose for which Tenant is renting leased premises: **Store Room**
- 2.0 **DEPOSIT: N\$ 7,000**

The Tenant shall pay the deposit fee in the form of instalments for three months. The Landlord shall have the right of applying the whole or portion thereof towards payment of the rent, water, electric current, key replacements, renovations or any other liability of whatsoever nature for which the Tenant is responsible. If any portion of the deposit is so applied, the Tenant shall forthwith reinstate the deposit to its original amount. The deposit shall be retained by the Landlord or its agents until after the vacating of the leased premises by the Tenant and the complete discharge of all the Tenant's obligations to the Landlord arising from this Lease. The Tenant shall not be entitled to set off against the deposit any rent or another amount payable by it.

3.0 OPTION OF RENEWAL


- 3.1 any Town Planning Scheme of Township of Title Deed conditions applying to the Premises;
- 3.2 The Tenant shall have the option to renew this Lease for a further period of 1 (one) year with a 10 % escalation per annum or by mutual agreement.
- 3.3 The Tenant may not exercise the right of renewal while in breach or default.

4.0 PAYMENT

- 4.1 The rent money payable by the Tenant shall be payable monthly in advance or before the 5th day of each month, via direct debit to the following bank account:
- 4.2 **NED Bank Namibia Account Number: 11990240061, Branch Code: 461617 Business Centre Current Account.**
- 4.3 Payments of rental received after the 7th day of the month in respect which rental is due, shall bear interest at the rate of **5 % (Five) Per Cent per month** from the due date to date of payment.

5.0 USE OF PREMISES

The Landlord does not warrant that the Premises are suitable for the Tenant's purposes or that they will be approved for such purposes by any local or other authority and if at any time it shall be a requirement of any lawful authority that any works be effected to the Premises for the purpose of the Tenant's business therein the Tenant shall be entitled at its own expense and with the Landlord's written consent, to carry out such works. The Landlord shall not be entitled to require that the Tenant at its own cost reinstate the Premises at the expiration or termination of this Lease. In this event, the Tenant shall be entitled to any compensation for any improvements effected by it to be 50 % of the quotation cost upon completion of the 2-year contract, annually renewable onward. Notice to vacate should be made one month in advance.


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6.0 THE TENANT SHALL NOT:

- 6.1 contravene nor permit any contravention of any Statutes, Ordinances, Regulations, Proclamations or Bye-laws or any Town Planning Scheme of Township of Title Deed conditions applying to the Premises
- 6.2 do or permit anything to be done on the Premises, which may constitute a nuisance or inconvenience to the occupiers of the adjoining premises or Building.

7.0 THE LANDLORD RESERVES THE RIGHT:

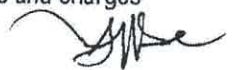
- 7.1 to make such reasonable Regulations from time to time where this is, in its reasonable judgment, needful for the safety, care and cleanliness of the Premises, and/or the Land and for the preservation of good order therein and the Tenant shall be bound by and shall observe the same. House Regulations shall be promulgated by notice to the Tenant.

8.0 MAINTENANCE

- 8.1 The Tenant shall advise the Landlord within one (1) week after the commencement date **of any defects in the Premises** failing which the Tenant shall be deemed to have accepted the Premises as being without any defect therein.
- 8.2 The Tenant shall, from time to time at its own cost, maintain, repair and/or renovate the interior of the Premises (including doors, windows and shop fronts) and provide the day-to-day cleaning services for the Premises at its own cost, and at the termination of this Lease redeliver the Premises to the Landlord in the same good order and repair as existed at the commencement of this Lease, fair wear and tear excepted.
- 8.3 The Landlord shall have the right at any reasonable time on notice to the Tenant to enter the Premises for inspection, work connected with the Building or services and supplies and shall be entitled to suspend any services and supplies for such purposes provided that such right shall be exercised reasonably. The Tenant shall not be entitled to claim for any remission of rental, damages or otherwise in respect of any inconvenience or damage which may be caused by virtue thereof.

9.0 ELECTRICITY, REFUSE REMOVAL AND OTHER CHARGES

- 9.1 The Tenant shall be liable for and shall on demand pay for all electricity used in or on the premises and special refuse removal charges payable in respect of the Building which is attributable to the Tenant's refuse. The Tenant shall also be liable for and shall on demand pay the basic service charges in respect of electricity consumed as aforesaid. If there is any dispute as to the amount of the Tenant's liability for any of the abovementioned charges, the onus of proof shall be on the Tenant. Where any such fees, rates and charges are paid by the Tenant direct to the Municipality by contract with the Municipality, the Tenant shall, if called upon to do so, exhibit to the Landlord the receipts in respect thereof; and where such fees, rates and charges



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are paid by the Landlord the Tenant shall make payment thereof to the Landlord, immediately upon demand, at the place where the rent is payable in terms of clause 3.1. If the Landlord agrees to provide additional power to satisfy the Tenant's requirements, the Tenant shall bear all costs of installation and supply.

10.0 SIGNS AND SIGNWRITING

All signs or signwriting on any portion of the Premises or the Building shall require the "prior written consent" of the Landlord which shall not be unreasonably withheld. The Tenant undertakes at its own expense to remove such signs and signwriting upon expiry of this Lease and make good any damage caused thereby.

10.1 SUBLETTING AND ASSIGNMENT

10.2. The Tenant shall not, without the prior written consent of the Landlord, sublet the premises or any part thereof, cede or assign any of its rights under this Lease, or permit any other person to occupy any part of the Premises whether gratuitously or otherwise.

11. INSURANCES

11.1 The Tenant shall not store on the Premises any goods of a hazardous nature. If the Tenant should desire to store on the Premises goods of a hazardous nature in excess of those authorised by the Landlord's Policy of Insurance, it shall forthwith in writing notify the Landlord who shall endeavour to have the term of the Policy of Insurance altered to cover such storage. Additional premiums payable by virtue of such storage shall be refunded to the Landlord by the Tenant on demand

11.0 PLATE GLASS, WINDOW PANELS AND SHOPFRONTS

11.1 The Tenant shall be responsible for any plate or other glass, both internal and external, window panels and shop fronts contained in the Leased Premises, and shall be obliged at its expense to replace any such glass, panels or shop fronts as may be damaged, however, and by whomsoever, such damage shall be caused.

12. DESTRUCTION OF OR DAMAGE TO PREMISES OR BUILDING

12.1 Should the Building be destroyed from any cause whatsoever the Lease shall terminate forthwith.

12.2 Should the Premises be damaged so as to render them wholly, or partially untenable the Landlord shall, within 14 (fourteen) days of the date of such damage, elect in writing whether or not it proposes to restore the Premises or to cancel this Lease. Should the Landlord elect to restore the Premises, it shall do so as expeditiously as is reasonably possible under the circumstances. The Tenant shall be entitled to a proportionate remission of the rental to the extent that beneficial occupation has been lost by it until such time as the Premises have been restored.

12.3 In the event of termination or cancellation of this Lease in terms of Paragraphs 1 or 2 above, the Tenant shall



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not have any claim against the Landlord arising therefrom.

13.0 NON-LIABILITY OF LANDLORD

- 13.1 The Landlord shall not be responsible for any failure, cessation, interruption or fault in the lift service (if any) or water, electricity or other supplies or for any damages, personal injuries or damage to property (including any consequential damages) that may be sustained by the Tenant; as a result thereof or from any other cause whatsoever.
- 13.2 All goods, property and effects of whatsoever nature, which may at any time be in or on the Premises, shall be at the sole risk of the Tenant and the Landlord, shall not be liable for any loss or damage thereto from any cause whatsoever

14.0 BREACH OF LEASE:

Should the Tenant:

1. fail to pay the rental or any amount due in terms of this Lease; or
2. breach any of the other terms or conditions of this Lease, then and in either event, the Landlord shall be entitled, either:
 - (a) to cancel this Lease, or
 - (b) to declare the Tenant a "Tenant at Will" entitling the Landlord to terminate this Lease at any time thereafter on giving the Tenant one (1) calendar months' notice to that effect without prejudice in both instances to any claim which the Landlord may have against the Tenant as a result of that breach or cancellation.

15.0 DOMICILIA AND NOTICES

- 15.1 The Landlord chooses *domicilium citandi et executi* for all purposes hereunder at/or such other address as it may from time to time advise the Tenant.
- 15.2 The Tenant chooses *domicilium citandi et executi* and for all purposes hereunder at THE PREMISES.
- 15.3 Any notice to be given in terms of this Lease by the Landlord or the Tenant shall be given in writing and sent by prepaid registered post or by telegram or be delivered by hand and if sent by prepaid registered post shall be deemed to have been received five (5) days after posting.

16.0 TENANT A COMPANY TO BE FORMED

- 16.1 Where this Lease has been executed on behalf of the Tenant by a Trustee for and on behalf of a Limited Liability Company in the course of formation or to be formed, and should the proposed Company not be registered by the date of commencement of this Lease, or having been registered not to ratify, adopt and confirm (without modification) this Lease by the date of commencement, then and in that event the person who executed this Lease as Trustee shall, at the option of the Landlord, be deemed in his personal capacity to be the Tenant in terms of this Lease and hereby undertakes to comply with all the terms and conditions of this Lease.

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17.0 COST OF LEASE AND SURETYSHIP

17.1 The cost of preparation of this Lease and any Deed of Suretyship including all attendances incidental thereto and stamp duties thereon shall be borne by the Tenant and paid by the Tenant forthwith after the signature of this Lease by the Tenant. Apart from any other rights which the Landlord may have in terms of this Lease, the Tenant shall be liable for any Penalty Duty that may accrue on this Lease in terms of the Stamp Duties Act as a result of any delay by the Tenant in complying with the provisions of this clause.

18. GENERAL PROVISIONS

- 18.1 Any indulgence which may be granted by the Landlord to the Tenant shall not be deemed to prejudice or derogate from the Landlord's rights in terms of this Lease.
- 18.2 This Lease constitutes the sole memorial of the contract between the Landlord and Tenant and no representation, warranties or statements attributed to the Landlord or anyone purporting to act on its behalf will have any bearing or effect on the terms and conditions of this Lease and variations to this agreement shall only be valid if in writing and signed by the Landlord and Tenant.
- 18.3 The premise is let as "voetstoots" as they presently stand and the Tenant acknowledges that he has inspected the Premises and satisfied himself as to the condition thereof.
- 18.4 The Tenant hereby submits and consents to the jurisdiction of the Magistrate's Court in respect of any actions or proceedings relating to or arising out of this Lease and all legal costs incurred by the Landlord arising out of the enforcement of any of the terms and conditions of this Lease shall be recoverable from the Tenant on an Attorney-and-Client basis.
- 18.5 The Tenant undertakes not to disclose the contents of this Agreement of Lease in whole or in part to any third party other than its Auditors, office bearers or legal advisors without the written consent of the Landlord.
- 18.6 The Tenant shall at all times and at its own expense maintain the Leased Premises in good order and condition. Without limiting the generality of the foregoing, the Tenant, at his/her expense, shall:
- 18.6.1 immediately replace any defective lighting equipment, including light switches, incandescent bulbs, fluorescent tubes, starters and ballasts used in the Leased Premises.
- 18.6.2 use its best endeavours to prevent any obstruction or blockage of any sewerage pipes, water pipes or drains directly used in connection with the Leased Premises and shall remove any such obstruction or blockage as soon as is possible;
- 18.6.3 maintain in good order and condition any geyser, air conditioning, apparatus or any plant and equipment which forms part of the Leased Premises or which services the Leased Premises exclusively.

19.0 TAXATION



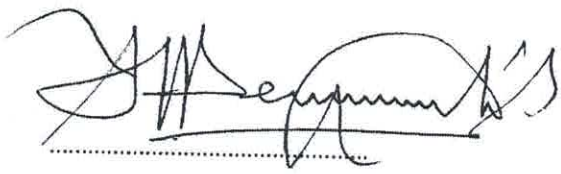
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19.1 In the event of value-added tax, or any other form of tax, imposed by Government or any regional, local or other payable by the Tenant, save that in the event that such refund is not permitted in terms of any law or regulation, then the rent shall increase by the amount of such tax with effect from the date such tax is payable, provided that any such increase in the rent arising out of such tax shall not be taken into account for the purpose of calculating any escalation of the rent in terms of this Lease. The provisions of Section 78 of the Value Added Tax Act, 2000 (Act No. 10 of 2000) (as amended) are applicable.

SIGNED at WINDHOEK on this day 27 of SEPTEMBER 2021 ^{F.N.W} Wise

AS WITNESSES:

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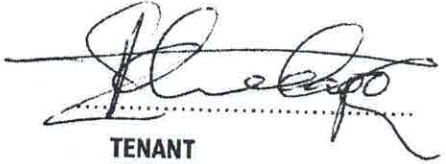


LANDLORD/ ESTATE AGENT

SIGNED at WINDHOEK on this day 27 of SEPTEMBER 2021 ^{F.N.W} Wise

AS WITNESSES:

- 1.....
- 2.....



TENANT