

LEASE AGREEMENT

Between

John Doe

12345

(ID or passport number)

(Tenant)

and

TS PROPERTY DEVELOPMENTS (PTY) LTD

2014 / 015853 / 07

Registration Number

(Landlord)

1. PARTIES

1.1. Landlord

COMPANY NAME:	TS PROPERTY DEVELOPMENTS (PTY) LTD 2014 / 015853 / 07
BANKING DETAILS:	NEDBANK LIMITED ACCOUNT NAME: TS PROPERTY DEVELOPMENT CURRENT ACCOUNT: 106 756 864 6 BRANCH CODE: 198 765
PHYSICAL ADDRESS: (DOMICILIUM CITANDI ET EXECUTANDI)	3 RIVERSIDE ROAD, STEYN CITY, CEDAR GATE EAST WING, DAINFERN EXT 33

1.2. Tenant

(The Tenant is also required to provide his/her full details in Annexure "B")

COMPANY NAME:	
REGISTRATION NUMBER:	
REPRESENTED BY:	
ID / PASSPORT NUMBER:	
PHYSICAL ADDRESS:	
MOBILE NUMBER:	
EMAIL ADDRESS:	

1.3. Premises

THE BUILDING KNOWN AS:	MARKET UP
SITUATED AT:	12 VAN BEEK STREET MABONENG JOHANNESBURG 2000
UNIT NUMBER:	
MEASURING APPROXIMATELY:	

1.4. Use of Leased Premises

SOLE USE OF THE PREMISES:	
EXCLUSIVE USE AREA:	

1.5. Lease Period

PERIOD OF LEASE:	36 (thirty six) MONTHS
ANNUAL ESCALATION:	10% (ten percent) annual escalation after the 24 month period has lapsed
COMMENCEMENT DATE:	1 October 2021
TERMINATION DATE:	30 September 2024

1.6. Gross Rental, Deposit and Escalation

MONTHLY RENTAL	VAT - 15%	TOTAL MONTHLY	FROM	TO
R0	R0	R0	01/10/2021	30/09/2022
EXAMPLE: R4 140	R621	R4 761	01/10/2022	30/09/2023
			01/10/2023	31/09/2024

(The rental quoted above is a "gross" rental inclusive of net rental, operating costs, rates and taxes)

DEPOSIT AMOUNT:	EXAMPLE: An additional fee of R 4 761.00 (four thousand seven hundred and sixty-one rand) will be paid by the Tenant to the Landlord for the deposit fee, which the Landlord has agreed to divide over a consecutive 12 (twelve) month period which comes into effect from 1 October 2021 until 1 September 2022.
BENEFICIAL OCCUPATION DATE:	
NOTES:	

(The deposit is calculated on the current VAT rate which is 15% (fifteen) percent in the event it is applied as income)

1.7 Parking Rental

TYPE OF PARKING	NO OF BAYS	MONTHLY TOTAL	DATE FROM	DATE TO
BASEMENT BAYS (10% Escalation per annum)	0			
COVERED BAYS (10% Escalation per annum)	0			
UNCOVERED BAYS (10% Escalation per annum)	0			

2. LEASE AGREEMENT

- 2.1. The Tenant (as identified in clause 1.2 above), hereby leases from the Landlord (as identified in clause 1.1 above hereby leases to the Tenant, the Premises identified in clause 1.3 above, subject to the terms and conditions of this Lease Agreement (which Lease Agreement shall comprise of this document, the Schedule, as well as Annexures A and B attached hereto)
- 2.2. The Tenant shall provide the Landlord with a signed copy of the Lease Agreement upon signature thereof. This Lease Agreement shall become binding on the Parties upon counter signature by the Landlord. The Landlord shall provide the Tenant with a signed copy of the Lease Agreement but shall retain the originally signed Lease Agreement.
- 2.3. Once signed by the Landlord, this Lease Agreement shall become a binding agreement between the Parties on the terms stated hereunder.

3. SURETYSHIP

- 3.1. As security for the obligations of the Tenant in terms of this Agreement, the Surety/ies identified below will bind themselves in favour of the Landlord as surety/ies for and co-principal debtors *in solidium* with the Tenant for the due and punctual performance by the Tenant of its obligations in terms of this Agreement, on

the terms and conditions more fully set out in clause 25 of the Schedule and Annexure "A" attached hereto.

	FULL NAME OF SURETY	ID NUMBER
1.		

4. SPONSORSHIP TERMS

- Each successful applicant will be required to take part in a short video which will showcase their craft, interview the business owner, and market the business. This video will be used throughout Steyn Entertainment and Market Up social media channels and may be used elsewhere within the Steyn Entertainment businesses at the discretion of Steyn Entertainment.
- Applicants accept that Steyn Entertainment and associated businesses may tag, talk about or use images and footage of the sponsored business for marketing purposes
- Successful applicants will be notified on or before 27 August 2021.
- The office space will be available from 1 September 2021 only.
- The sponsored year will begin on 1 September 2021 and end on 31 August 2022.
- Businesses/individuals will sign a 3-year rental agreement in order to receive the sponsored year, the first year of which will be sponsored by Steyn Entertainment.
- Businesses will pay off their deposit each month during the sponsored period in equal increments ex vat to ensure that there is no additional deposit required to be paid for the remaining two years of the lease agreement at the end of the sponsored period.
- Rental will be charged at a reduced rate of R90 ex vat per square meter for the paid lease period starting on 1 September 2022 and ending 31 August 2023.
- Office spaces will be selected per person and will be supplied in the E block of Market Up.
- Office spaces may be viewed once the successful applicants are confirmed, prior to signature of the lease agreement. Each successful applicant will be assigned a unit.
- Office spaces are on average between 35 and 40 square meters.

Signed and accepted at _____ on the ____ day of _____ 20____

Full Signature (**TENANT**)

Signed and accepted at _____ on the ____ day of _____ 20____

Full Signature (**LANDLORD**)
Duly Authorised

Name: _____

Designation: _____

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STANDARD TERMS AND CONDITIONS OF AGREEMENT:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions:

In this Agreement, unless clearly inconsistent with, or otherwise indicated by, the context -

- 1.1.1. "**Agreement**" means the Lease Agreement, this Schedule, and any and all annexures and/or schedules hereto, all as amended, novated or replaced, from time to time;
- 1.1.2. "**Business Day**" means any day other than a Saturday, Sunday or recognised public holiday within the Republic of South Africa;
- 1.1.3. "**Commencement Date**" means the date as indicated in clause 1.6 of the Lease Agreement as the day on which the Agreement commences;
- 1.1.4. "**Deposit**" means the amount stipulated in clause 1.7 of the Lease Agreement, as more fully dealt with in clause 6 below and which may be secured by way of guarantee in favor of the Landlord if agreed to by the Landlord in writing;
- 1.1.5. "**Designated Person**" means the Landlord's servants, directors, agents, independent contractors and representatives;
- 1.1.6. "**Escalation Rate**" the annual rate at which the Rental shall escalate in accordance with clause 1.6 of the Lease Agreement;
- 1.1.7. "**Initial Period**" means the period prescribed in the Lease Agreement;
- 1.1.8. "**Lease Period**" means the period contemplated in clause 1.6 of the Lease Agreement;
- 1.1.9. "**Lease Agreement**" means the lease agreement to which this Schedule is attached, which document sets out the material terms, to which this Schedule applies;
- 1.1.10. "**Operating Costs**" means those costs incurred by the Landlord in respect of the Premises, comprising of all levies (excluding any special levies) as invoiced by the Body Corporate to the Landlord on a monthly basis (if applicable) and all rates and any other municipal charges charged by the municipality to the Landlord on a monthly basis;

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- 1.1.11. "**Parties**" refers to the Landlord and the Tenant as more fully detailed in clauses 1.1 and 1.2 in the Lease Agreement respectively, and a "**Party**" shall mean either one of them as the context may indicate;
- 1.1.12. "**Premises**" means that area which is indicated in clause 1.3 the Lease Agreement;
- 1.1.13. "**Renewal Period**" means the period contemplated in clause 24 of the Schedule of the Lease Agreement;
- 1.1.14. "**Schedule**" means this schedule as amended, novated and/or replaced from time to time;
- 1.1.15. "**Surety**" means the person or persons identified in clause 4 of the Lease Agreement, each of which shall be required to sign the Acceptance of Suretyship attached to this Agreement as Annexure "A";
- 1.1.16. "**Termination Date**" means the last day of the lease period as set out in clause 1.5 of the Lease Agreement or another date if the Agreement is cancelled by either Party or renewed by either Party as the case may be; and
- 1.1.17. "**Agents**" (if applicable) means the person or persons identified in clause 2.1 of the Lease Agreement representing the tenants, responsible for placing the tenant and initiating the Lease Agreement.
- 1.2. Interpretation:
- 1.21. In this Agreement and the recitals, unless clearly inconsistent with or otherwise indicated by the context (i) any reference to the singular includes the plural and vice versa; (ii) any reference to natural persons includes legal persons and vice versa; (iii) any reference to a gender includes the other genders; and (iv) references to any enactment shall include references to such enactment as it may, after the Signature Date, from time to time be amended, supplemented or re-enacted.
- 1.22. The terms 'days' shall refer to calendar days and when any number of days is prescribed in this Agreement, such number shall exclude the first day and include the last day, unless the last day falls on a Saturday, Sunday, or a public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding business day.

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123. Where appropriate, meanings ascribed to defined words and expressions in clause 1.1 above, shall impose substantive obligations on the Parties.
124. The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
125. Where this Agreement requires a Party to use its "Best Endeavours" in relation to an act or omission, that Party shall do all such things as are or may be necessary or desirable so as to achieve that act or to omit taking an action, unless the Parties agree that it is not reasonable to take the action or to omit taking an action.
126. No provision herein shall be construed against or interpreted to the disadvantage of a Party by reason of such Party having or being deemed to have structured, drafted and/or introduced such provision.
127. The words "including", "include", "other" and "in particular" shall be construed as being by way of illustration only and shall not be construed as limiting the generality of any foregoing words.
128. Any communication to be made pursuant to or in connection with this Agreement (including any "notice", "demand", "agreement", "approval", "consent", "resolution" and "confirmation") shall be made by notice in writing in the English language.
129. Save where otherwise specified, references to "writing" or "written" includes any non-transient means of representing or copying words legibly, including by facsimile or electronic mail.
1210. References to any South African legal term for any action, remedy, proceeding, document, court, official, status, concept, state of affairs or thing include, in respect of any jurisdiction other than South Africa, a reference to the nearest equivalent in such jurisdiction to the South African term.
1211. References in this Agreement to any Party shall include, or be deemed to be references to, (as may be appropriate) its respective successors, personal representatives and permitted assignees or transferees.

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2. LEASE OF PREMISES

- 2.1 The Landlord leases to the Tenant, which hereby lets from the Landlord, the Premises, subject to the provisions of this Agreement.
- 2.2 The landlord shall sponsor the first year's rental of the premises as outlined in ***
- 2.3 After the sponsored year has elapsed, the Tenant shall pay rental per month as outlined in ***

3. COMMENCEMENT OF LEASE

- 3.1. The Agreement shall commence on the Commencement Date and shall endure for the period contemplated in clause 1.6 of the Lease Agreement, subject to any right to early termination contemplated in this Agreement.
- 3.2. The Tenant shall have an option to renew the Agreement for the Renewal Period, provided that:
 - 321. the Tenant gives the Landlord written notice of its intention to renew the Agreement not less than 3 (three) calendar months prior to the Termination Date;
 - 322. the Landlord has not lawfully cancelled this Agreement prior to the Tenant giving such notice to the Landlord; and
 - 323. the Tenant, at the time of giving such notice, is not in breach of any of its obligations in terms of this Agreement.

4. OCCUPATION

- 4.1. The Tenant is entitled to take occupation of the Premises on the Commencement Date, subject to clause 4.2 below.
- 4.2. Occupation shall only be granted if, by no later than 2 (two) business days prior to the date that is anticipated to be the Commencement Date –
 - 421. If the first portion of the Deposit installment as per clause 1.6 has been paid; and
- 4.3. If the Landlord is unable to give the Tenant occupation of the Premises on the Commencement Date for any reason whatsoever (whether or not occasioned by negligence of the Landlord and/or the Designated Person including without limiting the generality of the foregoing, the Premises being incomplete, or in a state of disrepair, or an existing tenant

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not having vacated the Premises, the Tenant shall have no claim for damages or right of cancellation or remission of rental or any other claim and shall accept occupation on such later date on which the Premises are available.

- 4.4. In the event of such delay, the Initial Period of the lease shall remain and the Termination Date shall be extended accordingly.
- 4.5. Should the building be incomplete at the Commencement Date, the Tenant acknowledges that it may suffer a certain amount of inconvenience from the building operations and dust resulting therefrom as well as from the interruption in the supply of electricity, gas, air conditioning or other amenities or the complete cessation of such amenities and that it will have no claim against the Landlord and/or the Designated Person for compensation or damages or for a remission of rent or cancellation or any other claim by reason of any such inconvenience during the period of completion (whether or not occasioned by the negligence of the Landlord and/or the Designated Person)
- 4.6. Should the Tenant's tenancy of the premises extend beyond the Lease Period, and no renewal of the Agreement is concluded between the Parties, the lease shall continue on a month to month basis, otherwise on the same terms and conditions as contained in this Agreement, and either Party may give 1 (one) calendar months' notice of termination, in writing, to the other Party. The tenancy will be allowed to extend beyond the Lease Period for a maximum period of 2 (two) months, on a month to month basis, by which time a renewal (addendum) or new lease agreement will need to be signed by the Tenant. Should the Tenant not wish to continue with a renewal or new lease agreement, 1 (one) months' notice of termination will automatically apply with the effective termination date being the end of the 3rd (third calendar month) after the initial Lease Period termination date.

5. RENTAL

- 5.1. The monthly rental payable by the Tenant to the Landlord in terms hereof shall be the amounts as indicated on the clause 1.6 of the Lease Agreement and such amounts exclude Value Added Tax and other charges, which are payable by the Landlord, unless specifically contemplated or indicated otherwise.

All rentals shall be payable monthly in advance on the 1st (first) day of each consecutive month once the sponsored year has elapsed and every month thereafter for the duration of the Lease Period, free of exchange and or set-off and into the Landlord's nominated bank account (the details of which shall be supplied by the Landlord from time to time in writing),

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alternatively at the Landlord's *domicilium citandi et executandi* or elsewhere in the Republic of South Africa as the Landlord may direct in writing.

- 5.2. Rental shall escalate annually at the rate prescribed in clause 1.5 of the Lease Agreement.
- 5.3. The Landlord shall be entitled, at its discretion, to require the Tenant to pay all recurring amounts due in terms of this Agreement by way of a debit order or such similar instrument.
- 5.4. Payment of rental and other monies due in terms of this Lease effected by any means, into any account or at any address other than as stipulated by the Landlord, shall not be recognised as valid payments in terms of the Agreement.
- 5.5. It is recorded that should the Tenant's tenancy of the premises extend beyond the Lease Period for any reason whatsoever, the rental, as set out in the Lease Agreement, shall be subject to annual escalation in the amount prescribed in clause 1.6 of the Lease Agreement, which escalation shall apply on the anniversary of the Commencement Date.

6. DEPOSIT

- 6.1. The Tenant agrees to pay the Deposit in accordance with the terms as set out in clause 1.6 of the Lease Agreement.
- 6.2. Should the Landlord be required to apply the Deposit or any portion thereof to rectify or repair any damages to the Premises or the fixtures and fittings thereof, then the Tenant shall be obliged upon demand by the Landlord to make such contribution as would reinstate the Deposit to the amount indicated in clause 1.6 of the Lease Agreement.
- 6.3. Under no circumstances may the Tenant withhold payment of any rental and/or request the Landlord to apply the Deposit, or any portion thereof, *in lieu* of rental.
- 6.4. The Tenant hereby agrees that its Deposit will be forfeited to the Landlord in any of the following circumstances:
 - 6.4.1. early termination of the Agreement by the Tenant;
 - 6.4.2. early termination of the Agreement by the Landlord, brought about by a breach of a material term of the Agreement by the Tenant; and/or
 - 6.4.3. should the Landlord find the Premises damaged to the extent that the monetary amount allocated to return the Premises to the state it was in on the Commencement Date, exceeds the value of the Deposit.

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7. SUITABILITY

The Landlord does not warrant that:

- 7.1. the Premises are suitable for the purpose for which they are let; nor
- 7.2. that the Tenant will be granted a licence for the conduct of the business of the Tenant; nor
- 7.3. that any licence, if granted, will be renewed.

8. VALUE ADDED TAX, OPERATING COSTS AND MUNICIPAL CHARGES

In addition to the rental referred to in clause 1.6 of the Lease Agreement;

- 8.1. The Tenant shall, over and above any amounts payable in terms of this Agreement, pay any applicable Value Added Tax and/or all such taxes, which may be imposed by law from time to time, by any duly empowered authority, unless otherwise specifically indicated.
- 8.2. If charged separately from the Rental, the Tenant shall pay to the Landlord the metered cost of water, electricity, chilled water and/or gas consumed on the Premises, sanitary, sewerage and/or refuse removal fees levied from time to time in respect of the Premises, levies and/or other municipal charges including assessment rates and taxes as set out in clause 9 below.
- 8.3. Should any amount referred to in clause 8.2 above be levied or assessed in respect of the entire property on which the Premises are situated, as opposed to in respect of the Premises specifically, the Tenant shall pay a *pro rata* share of the amount levied or assessed in respect of the entire property –
 - 8.3.1. determined in accordance with a sub-meter if a sub-meter is installed in respect of the Premises; or
 - 8.3.2. calculated according to the ratio which the area of the Premises for the time being bears to the total area of the entire property occupied or capable of being occupied.
- 8.4. If applicable, the Tenant shall pay to the Landlord on demand a *pro rata* share of the City Improvement District Levies, calculated by the ratio of the area of the Premises to the total lettable shop and office area of the building.
- 8.5. If a body corporate is formed, or if the Premises is subject to a body corporate, any levies and/or municipal charges shall be payable by the Tenant. The levy shall be an amount

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calculated as the contribution to all the expenses incurred by the Landlord for the administration of the building and/or land on which the Premises are situated and for such amounts as may be necessary for maintenance, and future maintenance, and any other expenses connected with the building and the land as if the Landlord was acting as the Body Corporate in terms of Sections 36 to 38 of the Sectional Titles Act, fixed until the first meeting of the Body Corporate where after it shall be the amount calculated in accordance with a participation quota set by the Body Corporate, and the fraction thus obtained shall be the fraction of the total administration fees and disbursements for which the Tenant shall be liable.

- 8.6. Should the Landlord grant the Tenant a period of beneficial occupation, the Tenant specifically acknowledges that all municipal charges as well as Value-Added Tax and City Improvement District levies shall be debited to the account from date of beneficial occupation. The amounts so debited against the amount shall become due and payable on the date of invoice, despite the rental in terms of the Lease Agreement only becoming due and payable at a later date.
- 8.7. Any payment due by the Tenant to a supplier or the Landlord in terms of this section shall be payable by the Tenant immediately on demand by the supplier or the Landlord. Should the Tenant fail to pay such amount within 7 (seven) days of same being presented to the Tenant, then, without prejudice to its other rights in law, the Landlord shall be entitled to pay any such amount on the Tenant's behalf and recover such amount from the Tenant, together with interest charged at 2% (two percent) per month, nominal annual compounded monthly. The Landlord shall be entitled to deduct such amount from the Deposit.
- 8.8. The Tenant may only make arrangements with a service provider directly if the Landlord has consented thereto in writing. If the Tenant arranges directly with any service provider to supply a service to the Tenant at the Premises, the Tenant must pay such service provider directly. The Tenant acknowledges that, given the Landlord's interest in the Premises, the Landlord may request a printout of the Tenant's account with such service provider to see if the Tenant is promptly making payments.
- 8.9. Unless otherwise specifically agreed to in writing by the Landlord, the Tenant shall be solely responsible for the emergency back-up supply of electricity to the Premises in instances of scheduled or unscheduled discontinuation of electricity and/or water supply.

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9. ASSESSMENT RATES AND TAXES

9.1. If at any time –

9.1.1. after the Commencement Date, the amount of rates on the land and/or building is increased over and above the amount payable by the Tenant as at the Commencement Date; and/or

9.1.2. during the Lease Period, any new tax, charges, levies and the like are imposed by the Government of South Africa or any other competent authority in respect of the Premises or the building or land on which the Premises are situated or in respect of the leasing activities conducted thereon;

the Landlord shall be entitled to recover the amount of such increase or new charge from the Tenant, from time to time, with effect from the date on which such increase or new levy or new expenses, as the case may be, becomes effective.

9.2. The Tenant shall pay a pro rata share of the increase, or new tax, or new levy, or new expense in respect of any period of this lease which does not coincide with applicable period over which the charges referred to in clause 9.1 above are levied.

9.3. Any amount due by the Tenant to the Landlord in terms of clauses 9.1.1 and 9.1.2 above shall be payable upon demand by the Landlord in respect of those months which have already elapsed since the date on which the Tenant's liability for such payment arose. All such payments shall be deemed to be additional rental payable in terms of this Agreement.

9.4. Should the Tenant dispute, in respect of any of the charges referred to in clauses 9.1 and/or 9.2 –

9.4.1. the date upon which same becomes effective; and/or

9.4.2. the amount thereof;

such dispute shall be raised by the Tenant by notice in writing to the Landlord within fourteen (14) days of the Tenant being notified of an increase and/or new charge/s. Any such dispute, which is not resolved between the Parties within 21 (twenty-one) days of the Landlord receiving notice of such dispute from the Tenant shall be determined by the appointment of an independent expert. The independent expert shall be appointed and

agreed to by both Parties; the independent expert shall act as an expert and not as an

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arbitrator and their findings shall be final and binding. The costs of appointment of such independent expert shall be borne by the Party found to be incorrect by the independent expert. Any adjustment between the Parties shall be made within seven (7) days of the determination of the dispute.

10. USE OF PREMISES

- 10.1. The Tenant shall use the Premises only for the purposes set out in clause 1.4 of the Lease Agreement.
- 10.2. Furthermore, the Tenant shall:
1021. not do nor permit or suffer to be done in or upon the Premises, or any part thereof, any act or thing which shall or may be, or become, a nuisance, damage, danger, annoyance or inconvenience to the Landlord and/or owners and/or occupiers of an adjoining or neighboring premises;
1022. be responsible for any damages whatsoever caused to the structure, floors or walls of the building by reason of any article brought onto the Premises;
1023. be responsible for and shall make good any damage to the Premises or the building caused by any act or default on the part of the Tenant, or any of its officers, agents, servants, invitees or any other person permitted access to the Premises by the Tenant;
1024. be liable for any loss or damage which the Landlord may suffer arising out of the moving of any goods by or on behalf of the Tenant in the Premises or the building;
1025. not permit occupants of or invitees to the Premises to loiter in areas which would ordinarily be considered common areas of the building, or in the area immediately outside the Premises;
1026. ensure that the Premises are let for the purpose indicated in the Lease Agreement and may not be used for any other purpose whatsoever, without the Landlord's prior written consent;
1027. not make any alterations or additions to the electrical installation of the Premises without the prior written consent of the Landlord;
1028. not connect any apparatus which might endanger or overload the existing electrical installation; and

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- 10.2.9. not install extra electrical or other installations or connections in or about the Premises, including but not limited to air conditioners, heaters (permanent or portable), or any computer servers or similar appliances without ensuring that such installations shall be carried out by a contractor nominated or approved by the Landlord. The cost thereof shall be borne and paid for by the Tenant.
- 10.3. Tenant installations shall only be permitted with the express written consent of the Landlord prior to the Tenant effecting any installations or renovations. The Tenant hereby acknowledges and accepts that the Landlord may permit Tenant installations however shall not necessarily agree to be liable for the costs of such installations, or the costs of removing such installation, if required.
- 10.4. The Landlord reserves the right to compel the Tenant to conform the layout of the Premises to the specifications and state the Premises were in when the Tenant took occupation.
- 10.5. It is an express condition of the Agreement that, if applicable, and unless otherwise agreed by the Landlord in writing, the Tenant shall commence with installations to the Premises within 5 (five) days of the Commencement Date and shall commence trading by no later than 30 (thirty) days from the Commencement Date. Should the Tenant require any longer period to conclude any installation, it shall be required to obtain the prior written consent of the Landlord.
- 10.6. Should the condition contained in clause 10.5 above not be fulfilled by the Tenant, then the Landlord shall have the election to cancel the Agreement on 2 (two) weeks written notice.

11. SUB-LETTING AND ASSIGNMENT

- 11.1. The Tenant shall not be entitled:
- 11.1.1. to sub-let or part with occupation or control of the Premises or any part thereof; or
- 11.1.2. to cede, assign, make over, alienate, mortgage, charge or encumber its rights under this Agreement or any part thereof; or
- 11.1.3. to allow the Premises or any portion thereof to be used by any person other than the Tenant (even though no rental or other consideration may be receivable in connection with the granting of any such use).

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12. CONDITIONS OF PREMISES

- 12.1. It is recorded that, save for any renovations that may be expressly advised by the Landlord, the Premises are let "voetstoots", the Tenant being solely responsible, other than as stated herein, for putting the Premises into a condition required by the Tenant to conduct business. The Landlord does not warrant that the Premises are fit for the purposes for which they are let.
- 12.2. The Tenant shall –
1221. advise the Landlord, by completing the prescribed Property Condition Report attached hereto as Annexure "D", within (10) ten days after the Commencement Date, of any structural defects in the Premises, as well as of any electrical installations and fittings which are in a defective state, or of any keys, locks, windows, sewerage pans and/or basins which are in a defective state, or are missing, and the absence of such notice shall constitute *prima facie* proof of the absence of any defects or missing articles that are to be rectified at the Landlord's expense, and of the good condition of the Premises;
1222. at its own expense keep and maintain the interior and exterior of the Premises (which shall include all windows, both internal and external) in good order and repair

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1223. keep and maintain the interior of the Premises in a clean, tidy and sanitary condition;
1224. make good or repair any loss, damage or defacement to any plate glass window or panel of or on the Premises, howsoever caused;
1225. not cause or permit the obstruction or blockage of sewerage pipes, water pipes and drains in use in connection with the Premises, and shall throughout the currency of this lease maintain such sewerage pipes, water pipes and drains free from any such obstruction or blockage; and
1226. replace any light bulbs, fluorescent tubes, starters, ballasts, choking coils, tap washers, cisterns, cistern washers and seals or other consumable items used in the Premises.
- 12.3. The Landlord shall -
1231. effect any repairs that it may be obliged to effect in terms of this Agreement within 21 (twenty one) days of delivery of the notice from the Tenant calling upon the Landlord to attend to same or, if it is not reasonably possible to effect the necessary repairs within 21 (twenty one) days, such further period of time as may be reasonable in the circumstances; and
1232. keep and maintain in good order and repair the exterior and the structure of the Premises including without limiting the generality of the foregoing, the roof, gutters and downpipes, walls, paving, parking areas and landscaping.
- 12.4. Should the Tenant fail to provide the Landlord with a duly completed Property Condition Report within 10 (ten) days as required in terms of clause 12.2.1 above, the Parties agree that the Property shall be deemed to be defect free and in a good state of repair as at the date of occupation by the Tenant.
- 12.5. In the event of the Landlord supplying the Tenant with any machine, furniture, carpet, heater, or other appliance or fitting in the Premises, such shall at all times be maintained, serviced and kept in good order and condition by the Tenant. In effecting any such repairs or maintenance the Tenant shall employ such tradesmen as are properly qualified to carry out the required work. In the event of the Tenant failing to effect such repairs or maintenance, the Landlord may effect such repairs and the Tenant shall refund to the Landlord the cost thereof on demand.

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- 12.6. The Landlord shall maintain all fire extinguishers and other fire control equipment located within the Premises and the Tenant shall be liable for all costs associated by the Landlord in respect of such servicing, repairs, replacement and/or maintenance thereof;
- 12.7. The Landlord shall ensure that the air-conditioning unit/s situated in the Premises is in working order upon commencement date of the Lease, thereafter the Tenant shall be liable for the servicing, repair, replacement and/or maintenance of the above mentioned units, as well as all costs associated thereof for the duration of the Lease;
- 12.8. The Tenant shall report to the Landlord any defect arising in the Premises however the Landlord shall not be responsible for any loss or damage sustained by the Tenant, his employees or visitors by reason of any defect to the Premises or any part thereof unless, after written notice of such defect given to the Landlord by the Tenant, the Landlord shall have failed within a reasonable time to make good such defect.
- 12.9. The Tenant shall insure and keep insured the entrance doors, the plate glass and Perspex windows and exterior windows, and plate glass in doors against breakage or damage for the replacement value thereof and shall cede the policy to the Landlord if so required.
- 12.10. Upon the Termination Date, whether by effluxion of time or by cancellation in terms of the provisions hereof, the Tenant shall re-deliver the Premises to the Landlord in like good order and condition as that in which the Tenant received same, fair wear and tear excepted, and shall return all keys, access and/or alarm codes, remote controls, access cards and any and all other means of gaining access to the Premises or the property upon which the Premises are situated.
- 12.11. The Tenant shall be liable for the costs of replacing the locks, should he/she not return the keys on the day of moving out.
- 12.12. In particular, but without in any way limiting the generality hereof, the Tenant acknowledges that, save for the front door, there may be certain doors to which locks or keys have not been supplied by the Landlord and should the Tenant require these, the cost thereof will be for the account of the Tenant.

13. PARKING

- 13.1. The Tenant undertakes to ensure that its employees, visitors, customers and/or suppliers do

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- not misuse or abuse the paved parking areas and specifically ensure that heavy duty vehicles do not park or drive over and/or in any way damage the parking areas.
- 13.2. The Tenant shall only be entitled to use the parking bays for the purpose of parking motor vehicles.
- 13.3. The Tenant shall not permit any motor vehicle, which is parked in the parking area, to be refueled, oiled or repaired in the parking bays.
- 13.4. The Tenant and/or its officers, agents, employees, sub-tenants, servants, representatives, contractors, guests, or invitees collectively shall enter, use and exit the parking bays entirely at their own risk.
- 13.5. The Tenant and/or its representatives shall have no claim of whatsoever nature against the Landlord or any of its agents, representatives, employees, contractors or invitees for any loss or damage arising directly or indirectly from the use of the parking bays, including –
- 135.1. loss or damage (whether direct or indirect, special or consequential) suffered as a result of the theft, loss, destruction or damage of motor vehicles or any part or accessory thereof or any articles left therein; and
- 135.2. loss or damage (whether direct or indirect, special or consequential) from personal injury sustained by the Tenant.
- 13.6. The Tenant hereby indemnifies the Landlord, its agents, servants, representatives, employees, contractors or invitees and holds them harmless against –
- 136.1. loss or damage (whether direct or indirect, special or consequential) resulting from any claim, demand or action of whatsoever nature, which may be brought or made by any person employed by the Tenant, associated with the Tenant or attending at the Premises at the instance or behest of the Tenant; and
- 136.2. all costs of any nature whatsoever (including, any attorney and own client costs) incurred arising from the direct or indirect use by the Tenant or its representatives of the parking bays.
- 13.7. The Tenant and/or its representatives may only park motor vehicles, which are in running order and are in use. No broken-down or partially dismantled motor vehicles may be parked in the parking bays. Such vehicles will be removed without prior notice to the Tenant.

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- 13.8. The Tenant shall not sub-let the parking bays nor permit anyone else to occupy the parking bays, nor cede, assign or delegate any of its rights or obligations under this clause 13 to any third party.
- 13.9. The Landlord has the right, from time to time, to –
- 139.1. establish, modify and enforce reasonable rules and regulations with respect to the parking bays;
- 139.2. construct, maintain and operate lighting facilities on all such parking bays and improvements;
- 139.3. police the parking area, including the parking bays, and implement security measures in regard thereto, and
- 139.4. change any parking bays, location and arrangements of parking areas and other facilities herein referred to, to restrict parking areas, to close temporarily any portion of the parking areas or facilities, to discourage non-tenant parking, and to do and perform such other acts in and to such areas and improvements as the Landlord, in its sole discretion, considers will assist with the operation and maintenance of the Premises and its property generally.

14. LICENSES AND PERMITS

The Tenant shall obtain any licenses, permits and authorities required for the lawful conduct of its business in the Premises, and if it is unable to do so, it shall have no right to terminate this Agreement or to vary any of its obligations under this Agreement.

15. ADVERTISING AND SIGNS

- 15.1. The Tenant shall not be entitled to affix, paint, erect, install or display, or permit the affixing, painting, erection, installation or display of, any advertising or other signs, (including neon signs) on the windows, doors, exterior or roof of the Premises or the buildings, without the Landlord's prior written consent.
- 15.2. In the event of such consent being granted, the Tenant shall:-
- 152.1. ensure that any such signs are kept and maintained in good, clean and proper working order and condition and shall ensure compliance with the requirements of any competent authority pertaining to such signs; and

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- 15.2. indemnify the Landlord against all claims of whatsoever nature made against the Landlord as a result of the installation, erection or operation of such signs.
- 15.3. Subject to clause 15 below, the Tenant shall, upon the expiration or earlier termination of this Agreement, remove, or cause to be removed, all signs affixed, painted, placed, displayed, erected or installed by it or any of its sub-tenants with or without the Landlord's written consent, and shall make good, at its own cost, any damage caused as a result of such removal.
- 15.4. The Tenant shall not affix, or permit the affixation of, any posters, placards or notices to the windows, doors or walls of the Premises or the buildings without the prior written consent of the Landlord.
- 15.5. Should the opportunity arise for the Tenant to present or advertise its goods on the pavement outside the Premises, any such display must be approved in writing by the Landlord and must comply with any applicable municipal bylaws or city ordinances.

16. INSURANCE

- 16.1. The Tenant shall not do or omit to do anything, or keep in or on the Premises anything or permit anything to be done or kept in or on the Premises, which in terms of any fire insurance policy held from time to time by the Landlord in respect of the building and/or the Premises may not be done or kept therein, or which may render any policy or policies void or voidable, and the Tenant shall comply in all respects with the terms of any such policy or policies, provided that if any premium payable in respect of any such policy or policies is increased:

- 16.1.1. by reason of the nature or scope of the business which the Tenant or any of its sub-lessees carries on in the Premises; or

- 16.1.2. as a result of the Tenant not complying with the aforesaid provisions; then

without prejudice to any other rights which the Landlord may have as a result thereof, the Tenant shall on demand, refund to the Landlord the amount of such additional premium for so long as the increased premiums are applicable.

17. CONTRAVENTION OF LAWS

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- 17.1. The Tenant shall not contravene or permit the contravention of:-
- 17.1.1. the title deed relating to the Premises; and/or
- 17.1.2. any law, by-law or statutory regulation which the Landlord is required to observe as a result of the ownership of the Premises in which the building is situated; and/or
- 17.1.3. any law, by-law or regulation, whether enacted by the Government, the Municipality or any other duly empowered authority.

18. ALTERATIONS TO LEASED PREMISES

- 18.1. All internal designs, layouts and installations must be approved by the Landlord in writing prior to the Tenant effecting any alterations to the interior of the Premises. Should the Tenant fail to obtain written approval from the Landlord prior to any alteration, such conduct shall constitute a breach of this Agreement and the Landlord shall be entitled (but not obliged) to demand that the Tenant remove, restore or undo all such alterations and submit its proposed design and layout plans in writing to the Landlord for its approval within 5 (five) days of such demand. Should the Tenant fail to comply with this demand within in the period provided, the Landlord shall be entitled to exercise its rights in terms of clause 32.1.
- 18.2. Should the Tenant wish to alter or amend the design and/or layout of the interior of the Premises substantially from the design and/or layout approved by the Landlord in terms of clause 18.1 above, the Tenant shall again be required to obtain the written consent of the Landlord prior to effecting any such alterations.
- 18.3. In addition to what is contemplated in clause 18.1 above, the Tenant shall not make any alterations or additions of any nature whatsoever, whether structural or otherwise, to the exterior, roof or interior of the building or the Premises, without the Landlord's prior written consent.
- 18.4. Should consent be granted by the Landlord and the Tenant makes any alterations or additions of any nature whatsoever, whether structural or otherwise, (including the installing of any fixtures or fittings or signage), then the Tenant shall not at any time have any claim against the Landlord arising out of the alterations or additions so made. In such event, at the Termination Date, the Landlord shall be entitled, at its sole discretion, either to require the Tenant, at the Tenant's cost, to restore the Premises, either partially or entirely, to its condition at the Commencement Date (fair wear and tear excepted), or to accept the

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Premises in its altered state, without being required to pay any compensation whatsoever to the Tenant.

19. DAMAGE OR INJURY TO THE TENANT

- 19.1. The Landlord shall not be liable to the Tenant or to any employee, servant, agent, customer or invitee of the Tenant or any other person claiming through the Tenant, for any accident, injury, damage or loss caused by or through or while using any part of the Building or Premises, whether or not arising from, or attributable to, negligence of the Landlord, or however else occasioned, or arising from any defect in the Premises or any part thereof, or as a result of any act whatever, or neglect on the part of the Landlord or its servants, officers or agents, or by reason of any repairs to be effected by the Landlord not being effected timeously or at all.
- 19.2. The Tenant hereby indemnifies the Landlord and its servants, officers and agents against any and all claims in respect of clause 19.1 above.

20. DAMAGE BY FIRE AND OTHER CAUSES

- 20.1. Should the Premises be damaged or destroyed during the continuance of this Agreement in such manner as to render the Premises totally destroyed or wholly untenable, then either Party may terminate the Agreement on written notice to the other.
- 20.2. Upon such termination neither Party shall have any right or claim against the other, save that the Tenant shall be bound and obliged to pay to the Landlord a proportionate share of the rental and such other amounts as are payable by the Tenant in terms of the Agreement, calculated up to the Termination Date.
- 20.3. Should the Premises be damaged during the continuance of the Agreement in such manner as to render the Premises partially untenable, then the Agreement shall not in consequence be terminated. The Landlord will have the right to relocate the Tenant to another premises of reasonably the same standard in the portfolio of the Landlord or any group company of the Landlord.
- 20.4. In the event of such an occurrence the Landlord shall be obliged to proceed expeditiously with the repair and re-instatement of the Premises so as to enable the Tenant to enjoy occupation and use of the Premises.

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- 20.5. For so long as the Premises are only partially untenable the Tenant shall remain in occupation of the undamaged portion of the Premises and the rental shall abate to the extent to which the Tenant is deprived of beneficial occupation for the period of deprivation.
- 20.6. Upon completion of the repair or reinstatement of the Premises, the full rental shall immediately again be payable by the Tenant to the Landlord, on a pro rata basis.
- 20.7. In the event of the Tenant being deprived of beneficial occupation of the Premises for any period during the time that the Premises are being repaired or reinstated, then the Initial Period of the lease shall be extended by a period equivalent to that period during which the Tenant was deprived of beneficial occupation of the Premises. The rental payable during any such period shall be determined on the basis that this Agreement will be deemed to have been extended by mutual agreement for a further period equivalent to the period in question.
- 20.8. In the event of any dispute as to the extent to which the rental shall abate in the event of the Tenant being partially deprived of beneficial occupation of the Premises, the Tenant shall continue to pay the full rental without deductions of any nature whatsoever until the dispute has been settled.
- 20.9. Upon settlement of the dispute in this matter, any rental paid by the Tenant in excess of the amount payable, shall immediately be refunded by the Landlord to the Tenant without payment of interest thereon.
- 20.10. In the event of the Premises being rendered partially untenable as contemplated in this clause, the Tenant shall not have any claim against the Landlord, either for damages or otherwise, in consequence of or by reason of any deprivation of beneficial occupation or use or in consequence of or arising out of any loss or destruction of or damage to stock, furniture, fixtures, fittings, or any other property belonging to the Tenant.

21. RE-LETTING

The Tenant hereby agrees that at least 3 (three) months prior to the Termination Date the Landlord shall have the right to affix and exhibit on any window or windows or elsewhere on the building a notice or notices marked "*To Let*" or "*Te Huur*", with appropriate supplementary wording. The Tenant shall permit prospective tenants and/or prospective purchasers of the building and/or prospective purchasers of shares of the Landlord to inspect the Premises at any reasonable time having due regard to the nature of the Tenant's business.

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22. NUISANCE

- 22.1. The Tenant shall carry on and conduct its business in such a manner and shall not do or permit to be done anything, which in the reasonable opinion of the Landlord shall or may constitute a nuisance to occupiers of the building in which the Premises are located, adjacent properties or the neighbourhood generally. Without derogation from the generality of the previous sentence, any excessive noise or offensive odour caused or permitted to be caused in the Premises by the Tenant shall be deemed to be a nuisance within the meaning of this sub-clause, as will the blocking of, or storage in, corridors, parking areas, pavements and driveways on or around the Premises.
- 22.2. Should the Tenant engage the use of music at the Premises, such music shall be played at a volume that does not disturb the neighbours of the Premises.
- 22.3. Should the Landlord receive a complaint from the neighbours of the Tenant, such that any noise or music of the Tenant, being emanating from the Premises, is causing a nuisance or disturbance, the Landlord shall have the right to issue the Tenant with a written warning detailing the complaint and requesting the Tenant maintain the noise or music at a level that does not cause a disturbance in the future.
- 22.4. Any written warning required to be given by the Landlord to the Tenant shall constitute a breach contemplated in clause 31.1.4 and shall be governed by that clause.
- 22.5. The Tenant shall, in conducting its business upon the Premises in terms hereof, give due consideration to the use and enjoyment of the property outside of the Premises by any other tenants, their employees and/or customers.

23. HEALTH AND SAFETY

- 23.1. Should the Tenant be engaged in the business of food preparation, the Tenant shall ensure that it has proper extraction and waste disposal facilities to the satisfaction of the Landlord and the Department of Health or any other regulatory body having jurisdiction over food preparation. The Tenant shall ensure that it complies with all applicable laws relative to the preparation and disposal of food and hereby indemnifies and holds the Landlord harmless against any and all claims, fines, penalties or fees levied on the Landlord as a result of any non-compliance by the Tenant. The provisions relating to insurance and to nuisance apply *mutatis mutandis* to this clause.

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23.2. Should the business of the Tenant involve hazardous chemicals or hazardous waste products, the Tenant shall ensure that it has the relevant permits and that the Premises is zoned for such activities. The Landlord makes no warranty as to the zoning of the Premises. The provisions relating to insurance and to nuisance apply *mutatis mutandis* to this clause. The Tenant shall ensure that it complies with all applicable laws relative to the handling of hazardous chemicals and/or waste matter and hereby indemnifies and holds the Landlord harmless against any and all claims, fines, penalties or fees levied on the Landlord as a result of any non-compliance by the Tenant.

24. RENEWAL OF LEASE

24.1. Should neither Party advise the other of their intention to terminate this Agreement, then on the Termination Date, this Agreement shall not automatically terminate but shall continue on a month-to-month basis, subject to the terms as set out in clause 4.6.

24.2. Should either Party wish for the Agreement to terminate on the Termination Date, that Party shall, prior to the Termination Date, give at least 1 (one) calendar months' written notice to the other indicating its intention to terminate this Agreement.

24.3. Should the notice contemplated in clause 24.2 not be dispatched timeously, this Agreement will continue as a monthly tenancy on the same terms and conditions as are contained herein.

24.4. Should the Parties wish to renew this Agreement, the Parties shall agree to renew this Agreement on substantially the same terms and conditions as this Agreement, for a further period which shall not exceed the Lease Period and save that the Rental shall increase in accordance with the Escalation Rate, as set out in clause 1.5 of the Lease Agreement.

25. SURETYSHIP

25.1. The Surety does hereby bind himself jointly and severally as surety for and co-principal debtor *in solidum* with the Tenant as defined in this Agreement or any extension, amendment or renewal thereof, to the Landlord for the due fulfilment and performance by the Tenant of all its obligations to the Landlord.

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- 25.2. To the extent permitted in law, the Surety hereby renounces all of the benefits arising from the legal exceptions "*excussion*", "*division*", and "*de duobus vel pluribus reis debendi*", "*non numeratae pecuniae*", "*revision of accounts*", "*errori calculi*", with the full force, meaning and effect of which he declares himself to be acquainted.
- 25.3. It is agreed that all admissions and acknowledgements of indebtedness by the Tenant shall be binding on the Surety.
- 25.4. For the purposes of any action against the Surety hereunder, for provisional sentence or otherwise, a certificate by the auditor of the Landlord as to the amount owing by the Tenant and to the fact that the due payment of such amount has arrived, shall be sufficient and satisfactory proof of the facts therein stated until the contrary has been proved.
- 25.5. The Surety hereby chooses its *domicilium citandi et executandi* for all purposes as the *domicilium* address nominated by the Tenant, as set out in clause 1.2 of the Lease Agreement.
- 25.6. The Surety hereby consents to the jurisdiction of the Magistrate's Court in respect of any action or application arising out of or in connection with this lease notwithstanding that the amount in issue may exceed the jurisdiction of such Court.
- 25.7. Without derogating from the generality of any of the provisions of the suretyship or the ambit of the obligations embraced, the Surety's liability shall cover all claims for compensation or damages which the Landlord may at any time have as a result of the cancellation or termination of any contract between the Tenant and the Landlord howsoever arising, including without limitation the termination of any lease between the Tenant and Landlord (or the Landlord's predecessor in title) which takes place pursuant to the provisions of Section 37 (1) of the Insolvency Act, No. 24 of 1936 as amended, or, where the Tenant is a company, as applied by virtue of the provisions of the Companies Act, No. 71 of 2008, as amended, or pursuant to any corresponding legislation.
- 25.8. In the event of:
- 25.8.1. any liquidation, judicial management or sequestration of the Tenant or any other Surety for the Tenant; or
- 25.8.2. any composition or compromise by the Tenant or any such other Surety, whether in terms of the Company Law or Insolvency Law or under Common Law; then

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the Surety binds themselves not to file any claim against the Tenant or other Surety until the Landlord's claim against the Tenant has been paid in full.

- 25.9. Notwithstanding any part payment of the Surety or on the Surety's behalf, the Surety shall have no right to any cession of action in respect of such part payment and shall not be entitled to take any such action against the Tenant or against any other Surety of the Tenant in respect thereof unless and until the indebtedness of the Tenant to the Landlord shall have been discharged in full.
- 25.10. The Surety acknowledges that all amounts due and payable by the Tenant to the Landlord shall be recoverable from and paid by the Surety notwithstanding that the Tenant may have any claim or counterclaim of whatsoever nature and howsoever arising against the Landlord.
- 25.11. The Landlord shall be at liberty, without in any way effecting its rights against the Surety or diminishing or otherwise affecting the Surety's obligations to it hereunder, to do any act or omit to do any act, whether pursuant to the provisions of any contract concluded with the Tenant or otherwise, as in its sole discretion may deem fit, notwithstanding that in doing or omitting to do any such acts, the Landlord may have acted negligently (whether grossly or otherwise) or in a manner calculated to cause, or of in fact causing prejudice to the Surety and, in particular, but without limiting the generality of the foregoing, the Landlord shall without in any way affecting its rights against the Surety or diminishing or otherwise affecting the Surety's obligation to it hereunder:
- 25.11.1. release securities and other sureties; and
- 25.11.2. give time to or compound or make any other arrangement with the Tenant or other parties aforesaid; and
- 25.11.3. allow or grant the Tenant or any other Surety any latitude or indulgence, without reference or approval by the surety.

26. RE-BUILDING & RENOVATION

- 26.1. The Landlord may terminate the Agreement or any renewal thereof by giving the Tenant 3 (three) calendar months written notice to such effect in all or any of the following circumstances:
- 26.1.1. the Landlord wishes to demolish the building or the Premises; or

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- 26.12. the Landlord wishes to reconstruct and/or redevelop and/or renovate the Premises, or the land or building on which the Premises are situate, provided always that such reconstruction and/or redevelopment and/or renovation be of a substantial and/or major nature and shall require that the Premises be vacated in order to proceed.
- 26.2. The Landlord shall, however, have the right at any time to commence the reconstruction and/or redevelopment and/or renovation of the building, other than the Premises, and these operations may proceed while the Tenant is in occupation of the Premises.
- 26.3. Notwithstanding the implementation of any work as contemplated in clause 26.2 above, the Tenant shall have no right to object to such work or to claim any rebate of rental and costs during the period in which the said work may be in progress, nor shall the Tenant have any claim for damages whatsoever nature by reason of the earlier termination of the Agreement as provided in clause 26.1.
- 26.4. In the circumstances described in clause 26.2 above, and at the request of the Tenant, the Landlord may (in its sole and absolute discretion) offer the Tenant relocation to a different premises within the portfolio of the Landlord, or the Landlord's group of companies, for rental on the same or similar terms and conditions as contained in the Agreement.

27. CHANGE OF OWNERSHIP

- 27.1. Should the Landlord, during the Lease Period, sell the Premises (or any part thereof or an undivided share therein), or should any of the holders of the shares in the Landlord sell such shares with the result that the purchaser/s thereof acquire control of the Landlord, then (notwithstanding anything to the contrary contained in the Agreement) either the Landlord or the Landlord's successors in title to the property (or any part thereof or an undivided share therein) will be entitled, within 6 (six) months after such sale has been concluded, to terminate this Agreement on not less than 60 (sixty) days' notice, in writing, given to the Tenant.
- 27.2. The Tenant will have no claim against the Landlord as a result of any termination envisaged in terms of clause 27.1 above.

28. CONSUMER PROTECTION ACT

- 28.1. If this Agreement is regulated by the Consumer Protection Act No 68 of 2008, as amended, replaced or re-enacted from time to time (the "CPA"), it is not intended that any provisions of

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the Agreement contravenes any provision of the CPA and therefore all provisions of the Agreement must be treated as being qualified, if necessary, to ensure that the provisions of the CPA are complied with.

- 28.2. Nothing in the Agreement does or purports to limit or exempt the Landlord from liability for death or personal injury or any loss directly or indirectly attributable to the gross negligence of the Landlord or any person acting for or controlled by the Landlord where the law does not allow this and this clause also does not require the Tenant to assume the risk or liability for this kind of loss where the law does not allow this.

29. FICA REQUIREMENTS

The Tenant acknowledges the Landlord's duty to comply with the Financial Intelligence Centre Act, 38 of 2001, as amended, and agrees to provide the Landlord with the relevant documents as required by law and undertakes to complete and return such documentation as the Landlord may require in this regard prior to the Commencement date.

30. CREDIT BUREAU

- 30.1. The Landlord may (and the Tenant hereby authorises the Landlord to:
- 30.1.1. monitor the Tenant's payment behavior by researching the Tenant's record at any one or more credit bureaus; and
 - 30.1.2. use information and data obtained from the credit bureau in respect of the Tenant's credit applications; and
 - 30.1.3. record the existence of the Tenant's account with the Landlord with any credit bureau;
- 30.2. The Tenant acknowledges and agrees that any information regarding its creditworthiness, defaults in payment and/or details of how its account with the Landlord is conducted may be disclosed to any other creditor of the Tenant or to one or more credit bureaus;
- 30.3. Should the Tenant fail to pay any amounts due in terms of the Agreement, the Landlord reserves the right to disclose the Tenant's aforesaid failure to the credit bureaus.

31. BREACH

- 31.1. The following events shall constitute a material breach of this Agreement:

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- 31.1.1. if the Tenant fails to pay any rent or other amount due by it to the Landlord in terms of the Agreement on due date;
- 31.1.2. the Tenant commits any other breach of the terms of this lease which is incapable of being remedied;
- 31.1.3. the Tenant commits any breach of the terms of the Agreement other than a breach referred to in clause 31.1.1 or clause 31.1.2 and fails to remedy that breach within 5 (five) days after written notice requiring that it be remedied, provided no such notice shall be necessary in the case of a second or subsequent breach of the same term; or
- 31.1.4. the Tenant so consistently breaches the terms of the Agreement as to justify the Landlord in holding that the Tenant's conduct is inconsistent with an intention or an ability to carry out such terms. For the avoidance of doubt, should the Tenant commit the same or similar breach 3 (three) times in any 6 (six) month period, the Landlord shall be entitled to hold the Tenant's conduct as being inconsistent with an intention or ability to comply with the terms of this Agreement; or
- 31.1.5. the Tenant, being an individual, is sequestrated, provisionally or finally; or
- 31.1.6. the Tenant, being a company, is placed in liquidation (whether provisionally or finally) or under judicial management, or commences Business Rescue Proceedings, or takes steps to be wound up or deregistered in terms of the Companies Act, No. 71 of 2008; or
- 31.1.7. the Tenant allows any judgement against it to remain unsatisfied for a period of 7 (seven) days or longer; or
- 31.1.8. the Tenant commits an act of insolvency within the meaning of section 8 of the Insolvency Act. No. 24 of 1936; or any replacement legislation thereof; or
- 31.1.9. any surety or guarantor in terms of any suretyship or guarantee granted in favour of the Landlord with respect to any of the Tenant's obligations under this lease should:-
 - 31.1.9.1. being an individual, die or be sequestrated whether provisionally or finally, or cease to reside permanently in the Republic of South Africa or, in the case of a company, be wound up or placed under judicial management, (in either case whether provisionally or otherwise), commence Business Rescue Proceedings or take steps to be wound up or deregistered in terms of the Companies Act, No. 71 of 2008; or

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- 31.1.92 lawfully withdraw such suretyship or guarantee and the Tenant shall fail to furnish the Landlord with a suretyship or guarantee in replacement to the satisfaction of the Landlord, within 21 (twenty-one) days after notice to it by the Landlord.
- 31.2. Should any one or more of the events contemplated in clause 31 occur, the Landlord shall have the right, but shall not be obliged, forthwith either-
- 31.2.1. to cancel the Agreement and to resume possession of the Premises but without prejudice to its claim for arrears of rent and/or damages which it may have suffered by reason of the Tenant's breach of contract and premature cancellation; or
- 31.2.2. to convert the Agreement to one in which the Landlord (but not the Tenant who, shall continue to be bound for the full period of the lease) shall be entitled to terminate the lease by giving 1 (one) calendar month's written notice to the Tenant, the remaining terms and conditions being otherwise unaffected, but without prejudice to the Landlord's claim for arrears of rent and/or damages which it may have suffered by reason of the Tenant's breach of contract and premature cancellation.
- 31.3. In the event of the Landlord cancelling the Agreement and the Tenant disputing the right to cancel and remaining in occupation of the Premises, or should any dispute (from whatsoever cause) arise, pending the determination of such dispute by litigation or otherwise, the Tenant shall continue to pay to the Landlord an amount equivalent to the monthly rental and other sums payable hereunder on the date when such rental or other sums would have been due, and the Landlord shall be entitled to accept and recover such payments. The acceptance thereof shall be without prejudice and shall not in any way whatsoever effect the Landlord's right then in dispute. Should the dispute be determined in favour of the Landlord, the payments made and received in terms of this clause shall be deemed to be amounts paid by the Tenant on account of damages suffered by the Landlord by reason of the cancellation of the lease and/or the unlawful holding over by the Tenant.
- 31.4. The Tenant consents to the jurisdiction of the Magistrate's Court in terms of Section 45(1) of the Magistrate's Court Act No 32 of 1944 as amended in respect of any legal proceedings arising from the Agreement. Notwithstanding the foregoing the Landlord shall have the election to institute proceedings in any Magistrate's Court or High Court having jurisdiction over the Tenant's person.

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- 31.5. The Tenant expressly agrees that in the event of it failing to remedy any default as contemplated in the above clauses, the Landlord shall not be required to obtain an order of court for an eviction from the premises, but the Tenant undertakes to immediately upon request by the Landlord, vacate the Premises and simultaneously hand over the keys, access cards, access and/or alarm codes and any other means of access to the Premises.

32. TERMINATION

The Agreement shall terminate on the Termination Date unless:

- 32.1. the lease is terminated at the election of the Landlord due to a breach by the Tenant as set out in clause 31 above;
- 32.2. the Tenant exercises its option for early termination, provided it has the right to do so under a provision of the Consumer Protection Act 68 of 2008, subject to the imposition of a reasonable penalty by the Landlord; or
- 32.3. the Agreement is terminated in terms of clause 31.

33. LANDLORD'S LIEN AND/OR HYPOTHEC

- 33.1. Without derogating from any rights which the Landlord may have at common law, it is agreed that during the currency of this Agreement, all furniture, fixtures, fittings and equipment brought onto the Premises shall be subject to the Landlord's lien and/or hypothec and shall be available as a guarantee for the proper fulfilment of all the obligations of the Tenant in terms of this Agreement.
- 33.2. The Tenant warrants that there are no special notarial bonds registered over the movable goods referred to in clause 33.1 above.
- 33.3. The Tenant shall not pledge, assign or remove the aforementioned assets in any way without the prior written consent of the Landlord.

34. CESSION BY THE LANDLORD

The Landlord shall have the right at any time to cede, transfer and assign any or all of its rights and obligations in terms of this lease to any company, close corporation or other person, juristic or

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otherwise, and the Tenant, upon being notified of such cession shall be bound to recognise the cessionary as the Landlord under this lease.

35. **DOMICILIUM AND NOTICES**

- 35.1. Each Party chooses the address chosen by it as per the Lease Agreement above for all purposes arising out of or in connection with this Agreement, at which address all the processes and notices arising out of or in connection with this Agreement, its breach or termination, and any legal notice, pleading or process, may validly be served upon or delivered to it.
- 35.2. The Parties may, on written notice to the others, change the address nominated by it in terms of clause 35.1 above to any other physical address within South Africa (not a Post Office Box or the similar), provided that such change shall only be deemed to be effective on the 7th (seventh) day after the last of the Parties has received such notice in accordance with the provisions of this clause 35.
- 35.3. Any notice given in terms of this Agreement shall be in writing and shall (i) if delivered by hand, be deemed to have been duly received by the addressee on the first Business Day following the date of delivery; and (ii) if delivered by recognised international courier service, be deemed to have been duly received by the addressee on the first Business Day following the date of such delivery by the courier service concerned.
- 35.4. Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by one of the Parties from another shall be adequate written notice or communication to such Party.

36. **GENERAL TERMS AND CONDITIONS**

- 36.1. **Warranty of Authority:** Each Party warrants to the other that it has the power, authority and legal right to sign and perform this Agreement and that this Agreement has been duly authorised by all necessary actions of its directors and/or executive committee, whichever is applicable, and constitutes valid and binding obligations on it in accordance with the terms of this Agreement.

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- 36.2. **Relationship of the Parties:** Notwithstanding anything to the contrary herein, the relationship of the Parties shall be governed by the terms of this Agreement, and nothing contained herein shall be deemed to constitute a partnership between them. The Parties shall not by reason of the actions of any one of them incur any personal liability as co-partners to any third party, and no Party shall be entitled or empowered to represent or hold out to any third party that the relationship between them is that of partnership.
- 36.3. **Implementation and Good Faith:** The Parties undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give or be conducive to the giving of effect to the terms, conditions and import of this Agreement. The Parties shall at all times during the continuance of this Agreement observe the principles of good faith towards one another in the performance of their obligations in accordance with the terms of this Agreement. This implies that they shall (i) at all times during the term of this Agreement act reasonably, honestly and in good faith; (ii) perform their obligations arising from this Agreement diligently and with reasonable care; and (iii) make full disclosure to each other of any matter that may affect the execution of this Agreement.
- 36.4. **Payment and Interest:** All payments in accordance with the terms of or arising out of this Agreement shall be made free of bank exchange, commission and all other deductions to the Party entitled thereto. No Party shall have the right to defer, adjust or withhold any payment due to the other in accordance with the terms of or arising out of this Agreement or to obtain deferment of judgment for such amount or any execution of the judgment by reason of any set-off or counterclaim. All amounts due by one Party to another, including damages, in accordance with the terms of or arising out of this Agreement shall, unless paid on due date, bear interest from the due date to date of payment. Interest shall be (i) calculated at 2% (two per cent) per month; and (ii) capitalised monthly in arrears on the balance due, alternatively the maximum interest which may lawfully be charged on an agreement of this nature.
- 36.5. **Confidentiality:** Each Party shall keep secret and confidential all, and not disclose to any person any, information of and/or concerning the affairs of the other that they may have acquired in negotiating, settling and/or implementing this Agreement. The aforesaid restriction with regards to disclosure shall not apply where disclosure is strictly necessary for the purpose of giving effect to this Agreement, provided that, (i) the disclosing Party undertakes to bind such third party to the provisions of this clause 36.5, the terms adjusted

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for the context (such third party not being entitled to further disclose such information conveyed to it); and (ii) the disclosing Party guarantees the performance of such third party in respect of same. Further no Party shall use any such information for its own benefit. The obligations in this clause 36.5 shall, to the degree necessary, not extend to information (i) which is in or comes into the public domain otherwise than through the default of any Party or an outsider; (ii) the disclosure of which is agreed to by the Parties; (iii) which is properly available to the public or disclosed or divulged pursuant to an order of a court of competent jurisdiction; (iv) the disclosure of which is required by law, a stock exchange or other regulatory authority; (v) which is already known to the disclosing Party and is not subject to an obligation of confidence; (vi) which is independently developed by the disclosing Party without using proprietary information; and/or (vii) which is rightfully received from an outside party.

- 36.6. **Independent Advice:** Each Party acknowledges that it has been free to secure independent legal advice as to the nature and effect of all of the provisions of this Agreement and that it has either taken such independent legal advice or dispensed with the necessity of doing so. Further, each Party hereto acknowledges that all of the provisions of this Agreement and the restrictions herein contained are fair and reasonable in all the circumstances and are part of the overall intention of the Parties in connection with the transaction set out in this Agreement.
- 36.7. **Whole Agreement:** This Agreement constitutes the whole agreement between the Parties as to the subject matter hereof and no agreement, representations or warranties between the Parties other than those set out herein are binding on the Parties.
- 36.8. **Novation:** This Agreement supersedes, novates and replaces all prior agreements, whether oral or in writing, as between the Parties with regard to its subject matter.
- 36.9. **Variation:** No addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the Parties or their duly authorised representatives. The provisions of the Electronic Communications and Transactions Act 25 of 2002 are expressly excluded from this clause 38.9.

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- 36.10. **Pactum de non Petendo:** No suspension of a right to enforce any term of this Agreement and no pactum de non petendo shall be of any force or effect unless in writing and duly signed by both Parties.
- 36.11. **Relaxation:** No latitude, extension of time or other indulgence which may be given or allowed by any Party to the other in respect of the performance of any obligation hereunder or enforcement of any right arising from this Agreement, and no single or partial exercise of any right by any Party, shall under any circumstances be construed to be an implied consent by such Party or operate as a waiver or a novation of, or otherwise affect any of that Party's rights in terms of or arising from this Agreement or estop such Party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.
- 36.12. **Severability and Deletion:** Notwithstanding anything to the contrary herein contained or implied by law, each and every term and condition of this Agreement shall be deemed to be separate and severable from the other terms hereof. If any term is found by any court of competent jurisdiction to be vague or invalid or unenforceable, that term shall be treated as *pro non scripto* and shall in no way affect the validity of the remaining terms and provisions hereof.
- 36.13. **Termination:** Termination of this Agreement for any cause shall not release a Party from any liability which at the time of termination has already accrued to another Party or which thereafter may accrue in respect of any act or omission prior to such termination.
- 36.14. **Legal Costs:** Any costs, including legal costs on a full indemnification basis (failing which, the highest permissible legal tariff), incurred by a Party arising out of a breach by any other Party of any of the provisions of this Agreement, shall be borne by the Party in breach.

ACCEPTANCE OF SURETYSHIP

By my signature hereto, I

_____ ID NO: _____

hereby undertake to bind myself as surety and co-principal debtor for and on behalf of the Tenant and understand and acknowledge that I shall be jointly and severally liable for any and all debts, liabilities and obligations for the which the Tenant may be liable for in terms of this Agreement, specifically those terms and conditions set out in clause 26 of the Agreement (Sureties to initial next to clause).

If the surety is married in community of property, his/her spouse must consent to the suretyship in terms of Section 15 of the Matrimonial Property Act No. 88 of 1984.

IF APPLICABLE, TO BE FILLED IN BY SPOUSE:

By my signature hereto, I (spouse)

married in community property to the above identified surety hereby give my consent in the presence of the undersign witnesses to **TS PROPERTY DEVELOPMENTS (PTY) LTD** binding himself/herself as surety to the Landlord for and on behalf of the Tenant.

FULL SIGNATURE (SURETY)

FULL SIGNATURE (SPOUSE)

SCHEDULE

Annexure "B"

1.

1.1 TENANTS FURTHER DETAILS:

FULL NAME:

ID / PASSPORT NO:

PHYSICAL ADDRESS:

EMAIL:

MOBILE NUMBER:

1.2 JURISTIC ENTITY

(Partnership, Company, Close Corporation or Trust)

Company Name:

Physical Address:

Telephone Number:

Website:

SCHEDULE

Annexure "D"

Property Condition Report Checklist

Property Address:

Unit _____

**Market Up
10 Van Beek Street
Maboneng
New Doornfontein
Johannesburg**

Instructions: Tenant(s) complete(s) this checklist within ten days of moving in and tenant(s) and landlord or manager review property and completed checklist together and mutually agree on the condition of the property upon move-in by signing this form. Each party keeps a copy of signed checklist. Tenant(s) and landlord or manager uses the move-in checklist during the pre-move out inspection and again when determining if any of the tenant's deposit will be retained for cleaning or repairs after move-out.

BE SPECIFIC and DETAILED when filling out the checklist.

LandlordName:

Landlord Signature: _____

Tenant 1 Name:

Tenant 1 Signature: _____

Tenant2Name:

Tenant 2Signature: _____

Move In Date: _____

SCHEDULE

Annexure "D"

ITEMS	MOVE IN CONDITION	MOVE OUT CONDITION
GENERAL		
Walls & Floors		
Garage & Parking Bays		
Lighting Globes & Fixtures		
Electrical Plugs & Switches		
Windows & Frames		
Fireplace		
Plumbing & Taps		
Alarm System		
Electric Fencing		
No. of Remotes/Keys		
Air-conditioning		
Fire Hose/ Fire Extinguishers		

SCHEDULE

Annexure "D"

ITEMS	MOVE IN CONDITION	MOVE OUT CONDITION
ENTRANCE HALL		
Floor		
Wall Paint		
Ceiling Paint		
Door		
Door Fittings		
Door Lock		
Lighting Fixtures		
Windows		
Windows Frames		

SCHEDULE

Annexure "D"

ITEMS	MOVE IN CONDITION	MOVE OUT CONDITION
LIVING ROOM		
Floor		
Wall Paint		
Ceiling Paint		
Door		
Door Fittings		
Door Lock		
Lighting Fixtures		
Windows		
Windows Frames		
Fireplace		

SCHEDULE

Annexure "D"

ITEMS	MOVE IN CONDITION	MOVE OUT CONDITION
KITCHEN		
Floor		
Wall & Ceiling Paint		
Door		
Door Fittings		
Lighting Fixtures		
Windows		
Windows Frames		
Smoke Detectors		
Stove / Oven		
Sink		
Sink Fittings		
Counter Tops & Shelves		
Fire Extinguisher		

SCHEDULE

Annexure "D"

ITEMS	MOVE IN CONDITION	MOVE OUT CONDITION
BEDROOM 1		
Floor		
Wall Paint		
Ceiling Paint		
Door		
Door Fittings		
Door Lock		
Lighting Fixtures		
Windows		
Windows Frames		
Closet		

SCHEDULE

Annexure "D"

ITEMS	MOVE IN CONDITION	MOVE OUT CONDITION
BEDROOM 2		
Floor		
Wall Paint		
Ceiling Paint		
Door		
Door Fittings		
Door Lock		
Lighting Fixtures		
Windows		
Windows Frames		
Closet		

SCHEDULE

Annexure "D"

ITEMS	MOVE IN CONDITION	MOVE OUT CONDITION
ROOM		
Floor		
Wall Paint		
Ceiling Paint		
Door		
Door Fittings		
Door Lock		
Lighting Fixtures		
Windows		
Windows Frames		

SCHEDULE

Annexure "D"

ITEMS	MOVE IN CONDITION	MOVE OUT CONDITION
BATHROOM		
Floor		
Wall /Ceiling Paint		
Door		
Door Fittings		
Lighting Fixtures		
Windows		
Windows Frames		
Mirror		
Toilet		
Basin		
Basin Fittings		
Shower/Bath		
Shower/Bath Fittings		

Other Comments:

Landlord Name: _____

Landlord Signature: _____

Tenant 1 Name: _____

Tenant 1 Signature: _____

Tenant 2 Name: _____

Tenant 2 Signature: _____

Move Out Date: _____

SPECIAL CONDITIONS:

Not Applicable

Applicable
