

LEASE AGREEMENT

Entered into between

Chemistry Incubator, Registration Number 2002/006519/08

(Herein represented by Precious Siphokazi Hoza in her capacity as a Centre Manager in the business, duly authorized hereto represent the **"LANDLORD"**)

Situated at... Lesedi House, Modderfontein, 1645, with a contact number 010 594 0641

And

Perile Cosmetics, Registration Number.....2019/301848/07

(Herein represented by Joaky Bandzo in her capacity as a Director. duly authorised hereto represent the **"TENANT"**)

Situated at... Lesedi House, Modderfontein, 1645, with a contact number 010 594 0641

1. PREMISES LEASE

The LANDLORD lets the TENANT who hires the portion of warehouse and the furnished office.

2. PERIOD

2.1 The lease shall commence on the 01 July 2022, and shall continue for the period of 3 years (36) months.

2.2 The TENANT, having duly observed all of the terms and conditions of the lease, shall be entitled to renew the lease for the period stipulated in 2.1, commencing on the day following the last day of the original period of the lease, provided that:

2.2.1 The TENANT shall have given written notice not less than three (3) calendar months prior to the expiry of the original period of the lease.

2.2.2 The rental payable by the TENANT during the renewal period shall be determined by the LANDLORD.

3. OCCUPATION TO BE TAKEN ON DATE OF COMMENCEMENT

The TENANT shall take occupation of the leased premises on the date of commencement of the lease, unless the LANDLORD otherwise agrees in writing.

4. RENT

4.1 The monthly rentals for the warehouse and the office shall be R3500 per month inclusive of Value Added Tax (VAT).

4.2 The rental shall be paid monthly in advance on the 1st day of each month.

4.3 Unless otherwise agreed by the LANDLORD in writing, payment of such amount shall be effected through debit orders/electronic payment transfer system.

4.4 The rent shall payable without demand, free of exchange and without any deductions or set-off of any nature whatsoever. In particular the TENANT shall not be entitled to deduct from the rent or set-off against the rent any amount which the TENANT claims to be owed to him by the LANDLORD.

4.5 Should the TENANT fail to pay rent for 3 consecutive months, the LANDLORD shall not have any choice but to ask the TENANT to vacate the premises with immediate effect.

5. WATER, ELECTRICITY AND TELEPHONE

5.1 The rental shall be inclusive of water, electricity but excluding the telephone bill which shall be separate from the said amount in 4.1.

5.2 In relation to the costs of waste removal, the TENANT shall be responsible for waste removal and disposal unless agreed with the LANDLORD.

6. DEFECTS TO BE NOTIFIED ON TAKING OCCUPATION

6.1 The TENANT shall within 7 days of the commencement of lease notify the LANDLORD in writing of any defects in the premises, and the TENANT shall be deemed to have received the premises in good condition, except for any defects notified.

6.2 The purpose of such notification is to have a record of the condition of the premises at the commencement of the lease, and the notification shall not be construed as imposing an obligation on the LANDLORD to remedy the defects notified, the premises having been let in the condition in which they now stand.

7. MANNER IN WHICH PREMISES MAY BE USED

7.1 The premises shall be used exclusively for the purpose of conducting business as described in company registration documents. The TENANT shall keep the premises for the purpose of conducting business on all days as set out in the company registration documents during the term of lease.

7.2 The TENANT shall not do anything nor have anything in the building which may be fire hazard or which may endanger or damage any part of the building or which may prejudice any insurance relating to the building or which may cause an increase in the premium or a reduction in the amount or scope of the cover. If the TENANT does anything, including the permitted use in terms of 7.1, which has the effect of increasing the said premium, then the TENANT shall on demand pay the LANDLORD the amount of such increase.

7.3 The TENANT shall ensure that refuse, rubbish, debris and dirt is promptly removed from the premises and shall keep the premises in a clean, tidy and sanitary condition.

7.4 The TENANT shall not alter or extend the premises without the written consent of the LANDLORD. In seeking such consent, the TENANT shall submit a clear plan showing existing work and work intended to be done. The consent of the LANDLORD, if given, shall, whether then so stated or not, be subjected to the following conditions:

7.4.1. the work shall be done with the approval of the LANDLORD;

7.4.2 the TENANT shall be responsible for and whatever costs may arise from the work, including professional fees;

7.4.3 only the best workmanship and material shall be employed in the execution of work;

7.4.4 on termination of the lease, the LANDLORD shall have the choice of either requiring the TENANT to reinstate the premises in which case, such reinstatement must be completed within the currency of the lease, or alternatively, to leave the premises in their altered condition in which case all the alterations shall become the property of the LANDLORD without compensation of the TENANT

7.5 The TENANT shall not:

7.5.1. do anything which may unreasonably disturb or cause a nuisance to persons occupying the neighbourhood premises,

7.5.2 commit a breach of any of the duties of a tenant at common law or imposed by legislation,

7.5.3 commit a breach of any law (whether common law or legislation) relating to the occupation and use of the premises, or

7.5.4 install or operate any vending machines or payphones on the premises

7.6 The TENANT shall be responsible for all damage caused to the building and other installations therein through the transportation into or from the building of any furniture, equipment or other articles so transported.

7.7 The TENANT shall not without written consent of the LANDLORD display any name plate, sign or writing on or in any way or other place or on any exterior window in the building, nor shall the TENANT expose to the public view any article which the LANDLORD may consider objectionable, provided always that this prohibition shall not prevent the TENANT from:

7.7.1 displaying the TENANT'S name or profession in a manner approved by the LANDLORD at the entrance to the premises, and taking cognisance of the TENANT'S corporate identity standards, or

7.7.2 displaying otherwise than by means of inscription, any writing or sign on the walls or doors within the premises

7.8 The TENANT shall conduct its business in accordance with all legal requirements including health, safety, employment and other laws.

7.9 The TENANT shall not be entitled to sell any liquor on the premises, and shall not be allowed to consume alcohol in the premises unless agreed upon with LANDLORD and recorded as a special condition.

8. MAINTANANCE, DAMAGE TO, AND DESTRUCTION OF PREMISES

8.1 The TENANT shall throughout the lease maintain the interior of the premises, electrical fittings and fixtures, carpets, doors, woodwork, windows, and locks.

8.2 On termination of the lease, the TENANT shall deliver the premises in the same good order, repair and condition as they were at the commencement of the lease.

8.3 The TENANT shall not paint wall or ceiling of the premises any colour without prior written consent of the LANDLORD.

9. LIMITATION OF TENANT'S RIGHTS

The TENANT shall not be entitled to cancel this lease or claim any reduction of rent or any damages, whether in contract, delict or otherwise from the LANDLORD by reason of,

9.1 a suspension of, or interference with, any electricity or conditioned air being supplied to the premises and whether such suspension or interference arises out of necessary repairs being undertaken, any fault or neglect on the part of the LANDLORD, its officers, employees or agents or otherwise.

10. EXCLUSION OF LIABILITY AND INDEMNITY ON THE PART OF THE LANDLORD

The landlord shall not be responsible for:

10.1 any consequential damage or loss suffered by the TENANT arising out of its occupation or use of the premises pursuant to this agreement or out of any act or omission on the part of the LANDLORD, its employees or agents,

10.2 any damage to or loss of any stock-in-trade, equipment, machinery, raw materials, papers or other articles kept on the premises (whether the property of the TENANT or that of anyone else) by rain, hail, lightning, fire, riots, strikes, state's enemies, theft or burglary, with or without forcible entry, or howsoever caused, or any other cause beyond the LANDLORD's control.

10.3 any injury to person or property which may be sustained in or about the premises by the TENANT, any of the employees, agents, customers or invitees of the TENANT or any other person whomsoever or howsoever such injury may be caused, and the TENANT

indemnifies the LANDLORD by any person in respect of such injury

11. UNDERTAKING

If at any time the TENANT becomes aware of a dangerous condition on the premises which could give rise to a claim for damages against the LANDLORD by a third party, or which could give rise to damage to the premises, the TENANT shall immediately:

11.1 remedy the dangerous condition, if the TENANT is liable to do so in terms of this lease, or

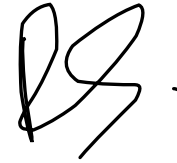
11.2 notify the LANDLORD in writing and take interim measures to prevent a claim or damage arising, if the LANDLORD is liable to remedy the dangerous condition in terms of the lease.

Signed at ----- Pretoria ----- this ----- 01 ----- day of ----- July ----- 2022

As witnesses



1. -----



TENANT

Signed at ----- Modderfontein ----- this ----- 01 ----- day of ----- July ----- 2022

As witnesses



Asabele Mfana

1. -----



LANDLORD