

STANDARD LEASE AGREEMENT

The Landlord hereby lets to the Tenant, who hereby hires from the Landlord, the Leased Premises in accordance with the particulars contained in the Schedule and the terms and conditions set out in the annexures attached hereto. The Schedule and annexures shall form part of this Lease, as if specifically, incorporated herein.

'SCHEDULE'

Landlord: CHUMA MALL (PTY) LTD With full and further description as set out and defined in the general terms and conditions. HEREIN REPRESENTED BY ERIS PROPERTY GROUP (PTY) LIMITED 3 GWEN LANE SANDTON 2196 Registration Number: 2016/121951/07 VAT Registration Number: 4950282303					Tenant: ONTEKHU INVESTMENTS (PTY) LTD T/A OBC CHICKEN AND MEAT SHOP 29, CHUMA MALL LOCATED ON ERF 7260, PORTION 142 OF FARM 388, SITUATED AT CORNER R511 ROAD AND 1 st AVENUE, DIEPSLOOT Vat Registration Number: Registration number of Tenant: 2015/321939/07
Leased Premises 29 (as identified or on annexed plan) measuring approximately 641m²					Property: CHUMA MALL LOCATED ON PORTION 142 OF FARM 388, SITUATED AT CORNER R511 ROAD AND 1 st AVENUE, DIEPSLOOT
Lease Periods: From 01/05/2020 to 30/04/2021 From 01/05/2021 to 30/04/2022 From 01/05/2022 to 30/04/2023 From 01/05/2023 to 30/04/2024 From 01/05/2024 to 30/04/2025	Basic monthly rental: R 80,125.00 escalating at 8% per annum compounded	Parking monthly rental: R 0.00 escalating at 8% per annum compounded	Rates and taxes: R NIL plus increases contemplated in Annexure "T&C" hereto.	Initial Total Monthly Rental (excluding VAT): R 80,125.00	
Duration of the lease in years and months: FIVE YEARS	Estimated commencement date: 01/05/2020	Estimated trading date: 30/04/2020	Estimated beneficial occupation date: 01/04/2020	Beneficial occupation period: 30 DAYS	Full names and identity numbers of sureties: (See clause 54 below re suretyship by signatory in addition to sureties listed below) N/A
Tenant's Pro Rata Share: 3.14%	Deposit/bank guarantee: R250,721.11	Stamp Duty Charges N/A	Contract administration costs: R 2,250.00	Annexures to this Agreement of Lease: T&C – General Terms and Conditions; PLN – Plan of Leased Premises; TRN – Turnover Rental; OPT – Option to Renew ; ADT – Additional Terms; SUR – Suretyship; RES – Resolution; DOA – Debit Order Authority; GUR – Draft Irrevocable Bank Guarantee; TCD – Tenant Criteria Control Document	
TENANT INSTALLATION Tenant Installation / allowance by Landlord: Set out in Annexure "TCD" Expiry date within which to claim Tenant Installation: Prior to Beneficial occupation date				Use of Leased Premises: OBC CHICKEN AND MEAT FRANCHISE AND RELATED ACTIVITIES	
TURNOVER RENTAL Turnover rental: YES Turnover percentage: 2% Tenant's financial year-end: FEBRUARY				Promotion Fund: R 0 Escalating at 8% per annum compounded	

LANDLORD'S SIGNATURE
For and on behalf of the Landlord who warrants that he/she is duly authorised thereto

BAREND DE LOOR
Full names of signatory

DEPUTY CEO
Capacity

Date of signature: _____

Place of signature: _____

VUYANI BEKWA

**HEAD OF INVESTMENTS
AND FUND MANAGEMENT**

TENANT'S SIGNATURE (**Sign above the line in full**)
For and on behalf of the Tenant who warrants that he/she is duly authorised thereto

Full names of signatory _____

Capacity _____

ID no. of signatory _____

Date of signature _____

Place of signature _____

'GENERAL TERMS AND CONDITIONS'**1. DEFINITIONS**

- 1.1 In this Agreement of Lease, unless the context otherwise requires, the expressions defined below shall bear the meanings set out hereunder:
- 1.1.1 "Agreement/ Agreement of Lease/ Lease Agreement or Lease" means this agreement together with all schedules, annexures and appendices hereto;
- 1.1.2 "Estimated Beneficial Occupation Date" means the date recorded in the Schedule, which date the parties anticipate that the Landlord shall be able to permit the Tenant to enter into occupation of the whole or part of the Leased Premises for purpose of fitting out its fixtures, fittings and installations in accordance with the provisions contained in this Lease and the Tenant Criteria Control Document annexed hereto as Annexure "TCD";
- 1.1.3 "Beneficial Occupation Period" means the period recorded in the Schedule, being the period between the Estimated Beneficial Occupation Date and the Estimated Commencement Date;
- 1.1.4 "the Building" means the Building, erected or to be erected, on the Property in accordance with the development plans for the Property, in which the Leased Premises is or shall be situated, including any extensions or improvements thereon from time to time;
- 1.1.5 "Estimated Commencement Date" means the date recorded in the Schedule upon which, it is estimated that the Lease will commence;
- 1.1.6 "Estimated Trading Commencement Date" means the estimated date upon which the Centre will open for trade, as recorded in the Schedule, from which date the Tenant shall be liable to commence trade;
- 1.1.7 "Common Area" means all staircases, stairwells, toilets not specifically set aside for the Tenant's exclusive use, gardens, parking areas, ramps, entrance ways and hallways and all areas which are not in the opinion of the Landlord to be designated as rentable areas;
- 1.1.8 "the Landlord" means the Landlord indicated on the Schedule, herein represented by ERIS Property Group (Pty) Limited, it being duly authorised thereto;
- 1.1.9 "Leased Premises" means the area let in terms of this Lease and as described in the Schedule together with any areas in respect of which the Tenant has exclusive use;
- 1.1.10 "Measurement Method" means the latest South African Property Owners Association ("SAPOA") method of measuring floor areas in commercial, industrial or retail buildings, as the case may be;
- 1.1.11 "Operating Cost" means all costs or expenses necessary or incidental to ownership and/or management of the Property and the Building which is included in the Basic Monthly Rental, but excluding Rates and Taxes"
- 1.1.12 "Parties" means the Landlord and the Tenant and "Party" means either one of them;
- 1.1.13 "Pro Rata Share" means the ratio between the area that the Leased Premises bears to the total rentable area of the Property as measured according to the Measurement Method;
- 1.1.14 "the Property" means the Property upon which the Building is situated as described in the Schedule hereto;
- 1.1.15 "Proportionate Share" means the ratio between the area that the Leased Premises bears to the total occupied area of the Property from time to time or the occupied area serviced by a specific meter/s, as the case may be;
- 1.1.16 "Rates and Taxes" means those charges levied by any competent authority or body upon and in respect of the Property and/or Building/s and/or other charges relating to the value of the Property and/or the improvements thereon, at any time during the currency of this Lease including any increases in those charges;
- 1.1.17 "the Tenant" includes its principals, directors, employees, licensees, contractors, agents, invitees and any other similar category of persons;
- 1.1.18 "Total Monthly Rental" means the aggregate of the Tenant's monthly commitment in regards to:
- 1.1.18.1 the basic monthly rental as agreed between the Parties and as set out in the Schedule hereto,
- 1.1.18.2 the basic monthly outside rental, if applicable;
- 1.1.18.3 the monthly operating cost payable, if applicable

- 1.1.18.4 the monthly parking rental payable, if applicable
- 1.1.18.5 the monthly turnover rent, if applicable
- 1.1.18.6 the monthly maintenance charge in respect of air-conditioning units in the Leased Premises, if applicable;
- 1.1.18.7 monthly rates and taxes;
- 1.1.18.8 the monthly fixed charges in respect of rubbish removal, sewer, improvement levies
- 1.1.18.9 monthly charges in respect of water and electricity and other consumables in terms of this Lease
- 1.1.18.10 any other charges or costs that may be that may be payable by the Tenant in terms of this Lease

- 1.1.19 "VAT" means value added tax payable in terms of the VAT Act; and
- 1.1.20 "VAT Act" means Value Added Tax Act, 89 of 1991, as amended

- 1.2 Reference to the masculine gender shall include the feminine gender and vice versa.
- 1.3 The singular shall include the plural and vice versa.
- 1.4 Natural persons shall include created entities (corporate or unincorporated).
- 1.5 The headings in this Agreement are for the sake of convenience and shall not govern the interpretation thereof.
- 1.6 All expressions contained in the body of this Agreement shall have the same meaning in all of the schedules and/or annexures attached hereto from time to time.
- 1.7 Each and every provision of this Agreement (excluding only those provisions which are essential at law for a valid and binding Agreement to be constituted) shall be deemed to be separate and severable from the remaining provisions of the Agreement. If any provision of this Agreement (excluding only those provisions which are essential at law for a valid and binding Agreement to be constituted) is found by any court of competent jurisdiction to be invalid and/or unenforceable then, notwithstanding such invalidity and unenforceability, the remaining provisions of this Agreement shall be and remain of full force and effect.
- 1.8 The rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting or preparation of this Agreement, shall not apply.
- 1.9 The words "include" or "including" do not imply any limitation. The use of the words "include" and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.
- 1.10 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 1.11 This Agreement may be entered into any number of counterparts, each of which when executed and delivered to the Landlord (whether in original form, copy or electronically submitted) shall constitute one instrument.
- 1.12 Reference to "days" shall be construed as calendar days unless qualified by the word "business", in which instance a "business day" shall be any day other than a Saturday, Sunday or official public holiday as gazetted by the government of the Republic of South Africa from time to time.
- 1.13 Reference to a "calendar month" means a month of the calendar, that is, one of the 12 (twelve) months of the calendar.
- 1.14 Any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a Saturday, Sunday or public holiday, the next succeeding business day.
- 1.15 The interpretation and enforcement of this Lease shall at all times be governed by the laws of the Republic of South Africa.
- 1.16 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- 1.17 The provisions of this Lease and the Annexures hereto shall be interpreted as complimentary and supplementary to each other. If, however, there are any conflict between this Lease (including the Schedules and the General Terms and Conditions) the following rules of interpretation shall be followed: -
 - 1.17.1 If the conflicting provisions relate to the development of the Property, including but not limited to delays in the Development, then, in the absence of evidence to the contrary, the provisions of the Offer to Lease shall take precedence over the Schedule and the body of this Lease;
 - 1.17.2 If the conflicting provisions relate to any matter after the completion of the Development, then the body of this Lease and the Schedule thereto, shall in the absence of evidence to the contrary, take precedence over the Offer to Lease.

2. **RECORDALS**

2.1. Whereas:-

- 2.1.1. The Landlord is the owner of the Property;
- 2.1.2. The Landlord either through itself or through its duly authorised agents has undertaken a commercial retail development in accordance with the development plans as submitted and approved by the Tenant;
- 2.1.3. The Landlord has agreed to let certain premises situate in the Development as hatched in red on the development plan annexed hereto as Annexure PLN ("the Leased Premises") and the Tenant has agreed to rent the Leased Premises from the Landlord in accordance with the provisions recorded in this Lease as read together with the Offer to Lease.

3. **PERIODS**

3.1 **Development**

- 3.1.1 The Landlord shall be entitled to delay the completion of the Building on **90 (ninety)** days written notice to the Tenant, provided that such notice shall not be given later than **30 (thirty)** days prior to the Estimated Beneficial Occupation Date recorded in of the Schedule.
- 3.1.2 Notwithstanding anything contained to the contrary herein, if the construction of the Building on which the Leased Premises is situated is delayed, and the Landlord is unable to deliver the Leased Premises to the Tenant on the estimated Beneficial Occupation Date and/or the Commencement Date, then the Tenant shall have no claim against the Landlord of whatsoever nature for cancellation of this Agreement of Lease or any damage or loss suffered by the Tenant.
- 3.1.3 Should the Completion of the Building be delayed as set out in clauses 3.1.1 or 3.1.2 above, then the Estimated Beneficial Occupation Date, the Estimated Trade Commencement Date and the Estimated Commencement Date shall accordingly be delayed.
- 3.1.4 A delay and/or postponement in the Commencement Date shall not affect the escalation dates recorded in the Schedule upon which the Monthly Rent payable by the Tenant to the Landlord is due to escalate and the monthly rentals and other charges shall escalate on the dates recorded in the schedule.

3.2 **Beneficial Occupation**

- 3.2.1 Unless postponed in accordance with the provisions recorded in 3.1.1 and 3.1.2 above, the Landlord shall give the Tenant Beneficial Occupation of the Leased Premises on the Estimated Beneficial Occupation Date and for the Beneficial Occupation Period recorded in the Schedule for purposes of fitting its installation, fixtures and furnishings.
- 3.2.2 The Landlord shall deliver the Leased Premises to the Tenant materially completed (save for snagging items provided for in clause 8.1 below) in accordance with the Landlord obligation under the agreed Tenant Criteria Control Document annexed hereto as Annexure "TCD"
- 3.2.3 During the Beneficial Occupation Period all the provisions of this lease will apply save that the Tenant shall not be liable for basic monthly rental, or rates and taxes but shall be liable for consumption of water, electricity, sewerage and shall be responsible to remove its rubble, at its own cost, at regular intervals.
- 3.2.4 The Landlord may, at its direction provide bins for the removal of Building rubble during the Beneficial Period. Should the Landlord provide such bins, the Tenant shall contribute a monthly fee of R 250.00 (Two Hundred and Fifty Rand) (excluding VAT) to such bins and removal cost as provided for in the Offer to Lease.
- 3.2.5 It is recorded that the Landlord may still be busy with construction and/or Building activities during the Beneficial Period recorded in 3.2.1 above. To this end the Landlord and/or its contractors may require access to the Leased Premises during the Beneficial Occupation Period. The Tenant shall not be entitled to refuse the Landlord or its contractors any such access.

3.3 **Trade Commencement Date**

- 3.3.1 Unless postponed in accordance with the provisions contained in clauses 3.1.1 up to and including 3.1.3, the Estimated Trade Commencement Date shall be the date recorded in the Schedule
- 3.3.2 In the event that the Landlord notifies the Tenant that the Leased Premises are ready for occupation and the Tenant fails to take occupation of the Leased Premises on the Beneficial Occupation Date, and or not trade on the Trade Commencement Date, this failure to take occupation or to commence trading, as the case may be, shall be regarded as a material breach of this Agreement and the Landlord shall be entitled, but not obliged, to cancel this Agreement by providing written notice to such effect to the Tenant or the Landlord shall be entitled to charge the Tenant penalties (excluding VAT) in accordance with the below mentioned formula. The payment of the penalties shall be in addition to any other amounts due to the Landlord by the Tenant in terms of this Agreement and shall be payable on demand to the Landlord. The penalty formula is as follows:

A X (B÷C) X 2=D where:-

- "A" is the total monthly rental
 "B" is the number of days that the Tenant fails to take occupation of the Leased premises; or fails to trade from Leased Premises on Trade Commencement Date
 "C" is the number of days in that month of which the Tenant fails to take occupation of the Leased Premises; and/or trade from the premises on Trade Commencement Date
 "D" is the amount of penalties (excluding VAT) to be paid by the Tenant on demand to the Landlord

3.4 Commencement Date

- 3.4.1 Unless postponed in accordance with the provisions contained in clauses 3.1.1 up to and including 3.1.3, the Commencement Date of this Lease shall be the date stipulated in the Schedule.
- 3.4.2 Notwithstanding anything to the contrary contained herein, the Tenant shall not be entitled to take beneficial occupation of the Leased Premises unless and until the Tenant delivers, to the satisfaction of the Landlord, the following: -
- 3.4.2.1 a duly signed and completed Agreement of Lease together with annexures thereto;
- 3.4.2.2 a deposit or irrevocable bank guarantee as contemplated the Schedule herein;
- 3.4.2.3 all relevant FICA (Financial Intelligence Centre Act 38 of 2001t) documentation applicable to the Tenant; and
- 3.4.2.4 to the extent applicable, the payment of the tenant installation overrun as defined in the Landlord's standard agreement of lease.

4. MONTHLY RENTAL

Without limiting any other amount, charge or expense payable by the Tenant in accordance with this Lease the Tenant will be liable for the following fixed monthly charges:

4.1 Basic Monthly Rental

The basic monthly rental payable by the Tenant is indicated in the Schedule and shall escalate with the percentage indicated in the Schedule which escalation shall be effective each anniversary of the Commencement Date and which escalation shall be compounded annually. The Tenant will be liable for a pro-rata rental from the Trade Commencement Date until the Commencement Date.

4.2 Outside Seating Rental (if applicable)

In addition to the basic monthly rental and if applicable, the Outside Seating Rental payable by the Tenant is indicated in the Schedule and shall escalate with the percentage indicated in the Schedule which escalation shall be effective each anniversary of the Commencement Date and which escalation shall be compounded annually.

4.3 Parking Rental (if applicable)

If applicable, the parking rental payable by the Tenant is indicated in the Schedule and shall escalate with the percentage indicated in the Schedule which escalation shall be effective each anniversary of the Commencement Date and which escalation shall be compounded annually.

4.4. Turnover Rental & Turnover Figures

- 4.4.1. Turnover rental shall be calculated as a percentage of total turnover generated from the Leased Premises by the Tenant, which percentage is as set out in the Schedule. Turnover Rental shall be payable in accordance with Annexure TRN.
- 4.4.2. Irrespective of whether turnover rental is payable or not, the Tenant shall be obliged to furnish the Landlord with monthly turnover figures by no later than the 7th day of the following month. Should the Tenant fail or neglect to submit monthly turnover figures the Landlord shall be entitled to recover a penalty of **R 1 000.00 (One Thousand Rand)** per day in respect of each day that such turnover figures remains outstanding. The Tenant waives any benefit to which it may be entitled in terms of the Conventional Penalties Act No 15 of 1962.

4.5. Payment of Total Monthly Rental and other charges

- 4.5.1. The Total Monthly Rental is payable monthly in advance, on the first day of every month, free of exchange and without deduction or set-off, if applicable, to the Landlord's nominated agent at the agent's address.
- 4.5.2. The Total Monthly Rental shall be payable from the Trade Commencement Date. In the event that the aforesaid date does not fall upon the first day of the month, the Tenant shall be liable to pay a Pro Rata Share of the Total Monthly Rental

calculated at a daily rate calculated from the Trade Commencement Date until last day of the month within which trade commenced.

- 4.5.3. The Tenant may not withhold the payment of the Total Monthly Rental and any other amounts for any reason whatsoever subject to the provisions contained in this Lease.
- 4.5.4. The Total Monthly Rental and any other amounts payable to the Landlord by the Tenant under the operation of this Agreement of Lease as well as the annexures hereto are exclusive of VAT. VAT shall be added to the Total Monthly Rental and other amounts payable herein by the Tenant to the Landlord at the prevailing rate applicable from time to time.

5. RATES AND TAXES AND LEVIES

- 5.1 The Tenant shall be liable for its pro-rata contribution to the rates and taxes payable in respect of the Property and/or the Building and/or any improvements thereon as set out in the Schedule hereto. If:
 - 5.1.1 the amount detailed in the Schedule is stipulated as fixed or predetermined amount, then the Tenant shall be liable for such amount, irrespective of any change in the measured area of the Leased Premises or the Building, plus increases thereto;
 - 5.1.2 the amount detailed in the Schedule stipulated as Pro Rata Share, then the Tenant's liability for Rates and Taxes and increases thereto shall be determined with reference to the ratio that the Leased Premises bears to the total rentable area of the Property as measured according to the Measurement Method, plus increases thereto;
 - 5.1.3 the amount detailed in the Schedule stipulated as an estimate which estimate is depended upon final municipal valuation of the Property after completion of the Development, then the Tenant shall continue to pay such estimate as provided for in the Schedule. Upon receipt by the Landlord of the final municipal valuation after completion of the Development, the Landlord shall determine the Tenant's Pro-Rata share of such final municipal valuation and the Tenant shall be liable to pay in any difference if such final municipal valuation exceeds the estimated valuation or shall be liable to a refund if such final valuation is less than the estimated valuation. The Tenant's contribution to future increases in rates and taxes shall be determined with reference to the final municipal valuation received on completion of the Development.
- 5.2 Where applicable, the Tenant shall pay or reimburse to the Landlord VAT at the prescribed rate from time to time in terms of the relevant legislation on any amounts payable to the Landlord in respect of the assessment rates and/or other municipal charges.
- 5.3 Furthermore, the Tenant shall pay its Pro Rata Share of any property levies, charges or taxes which may be imposed by the local or any other responsible authority in respect of the Property and/or Building. For the sake of clarity between the Parties, property levies shall include but shall not be limited to any levies that may be imposed by the responsible property association and/or responsible government authority under any applicable city authority district initiative.
- 5.4 If at any time after the Beneficial Occupation Date or the Commencement Date, as the case may be, should the Leased Premises form part of a sectional title scheme or a share block scheme, as the case may be and where applicable, and should the sectional title scheme or share block scheme, as the case may be and where applicable, impose any levies against the Landlord then, the Tenant shall pay its Pro Rata Share of such levy to the Landlord. In the event that any levies payable by the Landlord in respect of the Leased Premises are increased at any time by the body corporate or share block company, as the case may be, after the Beneficial Occupation Date or Commencement Date, as the case may be, then the Tenant shall be liable for and shall pay its Pro Rata Share of such increase to the Landlord.

6. LATE PAYMENTS

- 6.1 If the Tenant fails to pay its Total Monthly Rental or any other charges on due date, the Landlord shall charge the Tenant and the Tenant shall pay on demand interest on overdue sums at the rate of the publicly quoted basic prime rate of interest at which First National Bank will lend funds on overdraft plus 2% (two percent) compounded, per annum or part thereof. A certificate under the hand of a General Manager of such bank, whose appointment it will not be necessary to prove, shall constitute *prima facie* proof of the prime rate from time to time.
- 6.2 Should the Tenant continuously pay after the due date any amount due in terms of this Lease Agreement, then the Landlord has the right to list the Tenant as a late payer with any of the Credit Bureaus.

7 DEPOSITS / IRREVOCABLE BANK GUARANTEES

- 7.1 The Tenant shall, on signature hereof, either:-
 - 7.1.1 pay to the Landlord a deposit in the amount set out in the Schedule hereto; or
 - 7.1.2 furnish the Landlord with an irrevocable bank guarantee in the amount set out in the Schedule hereto.
- 7.2 In the event that the Tenant furnishes an irrevocable bank guarantee to the Landlord, the irrevocable bank guarantee shall contain terms and conditions acceptable to the Landlord and, to the extent applicable, shall be in a form of the draft guarantee attached hereto.

- 7.3 The Landlord shall have the right of applying the whole or a portion of the deposit or the irrevocable bank guarantee, as the case may be, towards payment of the Total Monthly Rental, water, electric current, gas, or any other liability of whatsoever nature for which the Tenant is responsible including damages arising on cancellation. If any portion of the deposit or the irrevocable bank guarantee, as the case may be, is so applied, the Tenant shall forthwith reinstate the deposit or the irrevocable bank guarantee, as the case may be, to its original amount.
- 7.4 The deposit (or the balance thereof) or the irrevocable guarantee (or the balance thereof), as the case may be, shall be refunded to the Tenant as soon as reasonably possible after the Tenant has vacated the Leased Premises and the Tenant has completely discharged all of the Tenant's obligations to the Landlord arising from this Lease. The deposit or the balance thereof or the guarantee or the balance thereof, as the case may be, shall be refunded to the Tenant free of interest. The Tenant shall not be entitled to set off against the deposit or the irrevocable bank guarantee, as the case may be, the basic monthly rental or any other amount/s payable by it.
- 7.5 If the Tenant undertakes to pay its deposit by way of an irrevocable bank guarantee, then in addition to all of the Landlord's remedies in law the Landlord will be entitled to charge the Tenant R100.00 (One Hundred Rand) (excluding VAT) per day that the Tenant remains in breach with effect from the date of the Tenant's aforesaid breach to the date of delivery of the irrevocable bank guarantee to the Landlord.

8 CONDITION OF LEASED PREMISES

- 8.1 The Landlord shall not be obliged to rectify any defect in the Leased Premises unless the Tenant has notified the Landlord in writing within 14 (fourteen) days after the Beneficial Occupation Date of such patent defects failing which the Tenant will be deemed to have accepted the Leased Premises as being complete and without any defects therein.
- 8.2 The Tenant acknowledges that, as at the Commencement Date and from time to time, the Landlord may be engaged in construction in and around the Property which may result in inconvenience to the Tenant. The Tenant shall have no claim against the Landlord of whatsoever nature, either for a reduction or abatement of the basic monthly rental or the cancellation of this Agreement, other than as expressly contained herein.

9 USE OF LEASED PREMISES

- 9.1 The Tenant shall be entitled to use the Leased Premises solely for the purposes set out in the Schedule hereto and for no other purpose whatsoever.
- 9.2 The Landlord does not warrant that:-
- 9.2.1 other leased premises in the Building or on the Property will not be let for the same or similar purposes;
- 9.2.2 any other tenant in the Building or on the Property will not compete with the business of the Tenant; and
- 9.2.3 the Leased Premises is suitable or fit for the purpose for which it has been let.
- 9.3 The Tenant:-
- 9.3.1 shall not do or permit or cause anything to be done which, in the opinion of the Landlord, constitutes a nuisance or may cause inconvenience to the Landlord or other tenants in or visitors to the Property or which may detract from the general neat appearance of the Property and/or the Building or which is not suitable for the Leased Premises or which may in any way interfere with the occupants of other leased premises in the Building or persons using or visiting the Building, or with the enjoyment or the occupational use thereof; and
- 9.3.2 shall not bring into or place any safe or other article in the Leased Premises or in any part thereof which exceeds the permissible floor loading of the Leased Premises.
- 9.4 If the Landlord voluntarily renders any service to the Leased Premises, the Building and/or the Property, the Landlord shall not thereby incur any obligation to continue rendering such services.

10 WINDOWS

Windows shall at all times be transparent and all decorations and/or advertisements affixed thereto shall require the Landlord's written approval, which approval shall not be unreasonably withheld. Such advertisements will be removed by the Tenant upon termination of this Agreement at the Tenant's sole cost.

11 LICENCES

- 11.1 The Tenant shall obtain all trading licences and other permissions which may be necessary for its use of the Leased Premises. The risk of obtaining such licences rests solely with the Tenant.

- 11.2 The Landlord does not warrant that the Tenant will be granted any licenses, consents, authorities or permits in respect of the Leased Premises for the conduct of any business or for any other type of use, or that any such licenses, consents, authorities or permits will be renewed from time to time.
- 11.3 The Landlord shall not be obliged to do anything in order to comply with the requirements of any licensing, fire, public health, factory or any other authority. The Landlord shall not unreasonably withhold its consent to the Tenant doing any work, repairs or alterations as may be necessary to comply with such requirements at the Tenant's own cost and expense. In the event that the Landlord grants its consent, all work, repairs or alterations to be effected by the Tenant shall be effected subject to clause 12 below.

12 ALTERATIONS

- 12.1 The Tenant may not effect any improvements, alterations or additions to the Leased Premises including, but not limited to, the air-conditioning units or the relocation thereof, without the prior written consent of the Landlord.
- 12.2 Subject to clause 37 below, any improvements, alterations or additions, including but not limited to the installation of air-conditioning units, which the Tenant may have effected to the Leased Premises shall become the property of the Landlord, and the Landlord shall not be obliged to compensate the Tenant in respect thereof.
- 12.3 In the event that the Tenant effects improvements, alterations or additions to the Leased Premises the Tenant shall provide "as-built" plans to the Landlord upon completion of the improvements, alterations or additions. In the event that the Tenant fails to provide the aforesaid plans, the Landlord shall be entitled to effect the drawing thereof and to claim the cost thereof from the Tenant.
- 12.4 Notwithstanding the foregoing, the Tenant shall remove the entire telephone system and all cabling including data cabling at the termination of the Lease.
- 12.5 The Tenant hereby waives any enrichment lien that it may have arising from any improvements of whatsoever nature effected by the Tenant to the Leased Premises throughout the duration of this Agreement and/or any renewal or extension thereof.
- 12.6 The Tenant shall not have any claim of whatsoever nature against the Landlord in respect of any improvements, alterations or additions of whatsoever nature effected by the Tenant to the Leased Premises throughout the duration of this Agreement and any renewal or extension thereof.

13 TRANSFER OF RIGHTS

- 13.1 The Tenant may not without the prior written consent of the Landlord sublet the Leased Premises or allow anyone else to occupy the Leased Premises.
- 13.2 The Tenant may not cede, assign or encumber its rights under this Lease.
- 13.3 If the Tenant is:-
- 13.3.1 a company whose shares are not listed on a recognised stock exchange, no shares therein shall be transferred from its shareholders, nor may any shares be allotted to any person other than the then existing shareholders, without the Landlord's prior written consent, save in the case of an allotment or transfer of shares which will still leave the control of the Tenant with the then existing shareholders or of a transfer of shares to a deceased shareholder's heirs;
- 13.3.2 a close corporation, no member's interest therein shall be transferred in whole or in part from its members without the Landlord's written consent, save in the case of the transfer of a member's interest or part thereof which will still leave control of the Tenant with the remaining members.
- 13.4 Any transfer or allotment of shares or transfer of the whole or part of a member's interest, as the case may be, effected without the consent of the Landlord required in terms of clause 13.3 above, shall constitute a breach by the Tenant of the terms of this Agreement of Lease.

14 SALE OF PROPERTY

Should the Landlord sell or otherwise dispose of the Property or cede or assign its rights or delegate its obligations in respect thereof to a third party/ies at any time during the currency of this Lease or any renewal thereof, the Tenant undertakes to hold itself bound by the terms of this Lease to such third party as the new landlord, and this Lease shall continue unchanged and of full force and effect as fully as though the Landlord had remained unchanged.

15 MAINTENANCE AND REPAIRS

- 15.1 The Tenant shall:
- 15.1.1 keep the Leased Premises, including the interior and exterior of all windows and all its contents clean, tidy and in good order, condition and repair;

- 15.1.2 be responsible for the maintenance and repair of all damage to the interior of the Leased Premises and to the interior and exterior of all doors, door frames and handles, shop-fronts and windows, window frames and handles;
- 15.1.3 be responsible for any plate or other glass (both internal and external glass) and window panels contained in the Leased Premises and shall be obliged at its expense to replace any glass as may be damaged;
- 15.1.4 provide its own security in respect of the Leased Premises. Security and the control of access to the Leased Premises shall be the responsibility of the Tenant at the cost of the Tenant;
- 15.1.5 be liable for and shall pay its Proportionate Share of the costs in respect of the maintenance, repair, supply and general upkeep of the air-conditioning plant in the Building or Property, as the case may be. This cost is an additional charge to the Tenant and the Tenant shall pay this cost to the Landlord on presentation of the Landlord's invoice;
- 15.1.6 not cause or permit any obstruction or blockage in sewerage pipes, water pipes or drains serving the Leased Premises and/or the Property, and in the event of there being any obstruction or blockage shall pay to the Landlord, upon presentation of the Landlord's invoice, the cost in respect of the removal of such obstruction or blockage;
- 15.1.7 maintain at its own cost the drainage, plumbing installations, including but not limited to the geysers, sanitary fittings and works in the Leased Premises and replace any damaged or faulty installations;
- 15.1.8 at its own cost repair, maintain and/or replace all mechanical equipment, including but not limited to the electrical installation, power supply and electrical systems (including but not limited to electrical outlets, plugs and distribution boards installed in the Leased Premises), alarm systems, air-conditioning units, installations and/or boilers. The Tenant shall ensure that the aforesaid mechanical equipment is kept in a good working order and condition. Notwithstanding anything to the contrary contained or implied herein:-
 - 15.1.8.1 if the Schedule to this Agreement of Lease contains a monthly maintenance fee in respect of the air-conditioning units installed by the Landlord in the Leased Premises, it shall be deemed to be agreed between the Parties that the maintenance of the air-conditioning units installed by the Landlord in the Leased Premises shall be undertaken by the Landlord on behalf of the Tenant and the Tenant shall be obliged to pay the amount set out in the Schedule hereof in respect of the air-conditioners. From the Commencement Date of this Agreement of Lease, the Tenant shall pay the monthly maintenance fee in respect of the air-conditioning units installed by the Landlord in the Leased Premises as set out in the Schedule hereto. The aforesaid monthly air-conditioning maintenance fee shall increase whenever the Landlord's service provider fees in respect thereof increase;
 - 15.1.8.2 if there is no monthly air-conditioning fee set out in the Schedule hereto, the Tenant shall be obliged, at its own cost and expense, to repair, maintain and/or replace the air-conditioning units installed by the Landlord in the Leased Premises. Notwithstanding the foregoing, the Landlord shall attend to the repair, maintenance and/or replacement of the air-conditioning unit on behalf of the Tenant and the Landlord shall recover the cost thereof from the Tenant on presentation of invoice;
 - 15.1.8.3 the Tenant shall be obliged, at the Tenant's own cost and expense to maintain, repair and/or replace any air-conditioning units installed by the Tenant in the Leased Premises;
 - 15.1.8.4 on behalf of the Tenant, the Landlord shall repair, maintain and/or replace the fire extinguishing equipment in the Leased Premises and the Tenant shall be obliged to refund such cost to the Landlord. The annual maintenance, repair and/or replacement charges in respect of the fire extinguishing equipment shall increase whenever the Landlord's service provider fees in respect thereof increase.
- 15.1.9 notwithstanding any provision to the contrary and to the extent applicable, at its own cost and expense maintain, clean, service and repair all staircases, stairwells, gardens, parking areas, ramps, entrance ways and hallways in the Building or on the Property if the staircases, stairwells, gardens, parking areas, ramps, entrance ways and hallways in the Building or on the Property are used exclusively by the Tenant;
- 15.1.10 notwithstanding any provision to the contrary and to the extent applicable, maintain, clean, service, and/or repair the toilet facilities and/or pay for all of the consumables used by the Tenant in respect of the toilet facilities in the Leased Premises and/or Building if the Tenant has been given exclusive use of any of the toilet facilities in the Building and/or Leased Premises;
- 15.1.11 replace at its own cost all light fittings, fluorescent tubes, starters, globes, ballasts, diffusers and incandescent lamps used in the Leased Premises;
- 15.1.12 be liable for and shall forthwith repair all and any damage caused to the Leased Premises;
- 15.1.13 be liable for and shall forthwith repair all and any damage caused by the Tenant to the Common Area or any part of the Common Area in the Building and/or Property;
- 15.1.14 shall be responsible for the pest control in the Leased Premises. If the Tenant does not exercise proper pest control in the Leased Premises, then the Landlord shall, at the Tenant's cost, fumigate the Leased Premises and the Tenant shall be obliged to pay the

aforesaid costs to the Landlord on presentation of invoice. Moreover, the Tenant shall be liable for and shall pay its Proportionate Share of the Landlord's costs in respect of the pest control services exercised by the Landlord in respect of the Building as and when these costs are incurred by the Landlord; and be responsible for:

- 15.1.14.1 the safety, safe use and maintenance of the electrical installations in the Leased Premises;
- 15.1.14.2 the safety of the conductors connecting the electrical installations to the point of supply;
- 15.1.14.3 procuring at its own cost the issue of a valid certificate of compliance in respect of the electrical installations in the Leased Premises as contemplated in clause 20.2 below, at the termination of this Lease and after any alterations to the electrical installations in the Leased Premises have been affected. The Tenant shall deliver the aforesaid certificate of compliance to the Landlord after any alteration to the electrical installations in the Leased Premises has been affected by the Tenant and/or at the termination of this Lease.

The Tenant, to the extent that it fails to comply with the foregoing obligations and as a result thereof the Landlord incurs any liability, indemnifies the Landlord against all claims, damages or losses of any nature whatsoever which the Landlord may sustain as a result thereof.

- 15.2 The Landlord shall be responsible for the maintenance of and for all repairs and replacements becoming necessary from time to time in or to the Building and all parts thereof other than those which are the responsibility for the time being of tenants or of the local authority, as the case may be, and the Landlord's obligations in this respect shall include the maintenance and repair of the structure of the Building, all systems, works and installation contained therein (other than those which are the responsibility of the Tenant or other tenants within the Building), the roofs, the exterior walls, the lifts, the grounds and gardens, and all other parts of the Common Area subject to clauses 15.1.9 and 15.1.10 above.
- 15.3 The Landlord, however, shall not be in breach of clause 15.2 above insofar as any of its obligations thereunder are not or cannot be fulfilled by reason of any *force majeure* or the acts or omissions of others over whom the Landlord has no direct authority or control and where the Landlord is indeed in breach of clause 15.2, the Tenant's only remedy against the Landlord shall be limited to a right of action for specific performance subject to clause 15.4 below.
- 15.4 In the event that the defaulting party fails to attend to any maintenance or repairs in terms of this Lease Agreement, then the innocent party shall give the defaulting party 14 (fourteen) days written notice (or such longer period as may be reasonable in the circumstances), calling upon the defaulting party to attend to such maintenance and/or repairs. In the event that the defaulting party does not do so within the aforesaid period, then the innocent party shall be entitled to attend to such maintenance and repairs and claim the cost thereof from the defaulting party.

16 **SECURITY**

- 16.1 In the event that the Landlord directly or indirectly provides any security services or any security equipment in or around the Leased Premises and/or the Property then the Tenant:
 - 16.1.1 agrees that the Landlord will not be responsible or liable for any acts or omissions of the person/s and/or entity/ies carrying out such security services or for the failure of any of the security equipment or in the event that the security equipment is not in working order; and
 - 16.1.2 waives all and any claims which it may have against the Landlord in respect of the security services or provision of or operation or effectiveness of the security equipment.
- 16.2 In the event that the Landlord has installed such security systems, the Landlord will not be responsible for the effectiveness of such system or for any loss caused by any act or default on the part of the security personnel and/or security service provider and/or any equipment installed. It is specifically agreed by the Tenant that the rendering by the Landlord of any security service to the Building and/or Property shall not be construed in any manner whatsoever as an acceptance by the Landlord of any responsibility or liability towards the Tenant or any other person of whatsoever nature.

17 **INTERRUPTION OF USE**

The Tenant shall have no claim of whatever nature, whether for remission of rent, inconvenience, financial loss or otherwise, by reason of the Property and/or the Leased Premises falling into a state of disrepair and/or by reason of the interruption of any services (including but not limited to the supply of electricity, water, air-conditioning and/or lifts) relating thereto, or by reason of any maintenance, repair, renovation or rebuilding activities.

18 **SIGNAGE**

- 18.1 The Tenant may not affix or display any signage in or about the Leased Premises without the Landlord's prior written consent. All signage affixed by the Tenant shall be removed by it at the termination of this Lease and the Tenant shall make good any damage caused by such removal.

- 18.2 In the event that the Landlord insists upon the Tenant erecting signage, the Tenant shall do so in terms of the Landlord's specifications.
- 18.3 Throughout the duration of this Lease and any renewal or extension hereof:-
- 18.3.1 the Landlord shall have the right to request the Tenant, at the Landlord's own reasonable cost and expense, to remove and/or relocate its signage in accordance with the Landlord's requirements and/or specifications;
- 18.3.2 the Tenant shall maintain its signage in good order and condition and to the extent applicable, the Tenant shall ensure that the Tenant's latest corporate branding or company logo is continually used.
- 18.4 To the extent applicable, the Tenant shall be obliged to pay rental in respect of its signage as reflected in the Schedule hereto.
- 18.5 The Tenant indemnifies and holds the Landlord harmless against all claims of whatsoever nature made against the Landlord as a result of the installation, erection or operation of the Tenant's signage.
- 18.6 All signage shall be removed by the Tenant by no later than the termination date of the Lease. The Tenant shall reinstate the area where the Tenant's signage was installed to the condition that existed prior to the installation. Any damage caused to the Building and/or Property as a result of the Tenant's removal of the aforesaid shall be made good by the Tenant at the Tenant's own cost and expense.
- 18.7 The Tenant shall obtain approval for all internal and external Tenant signage from any local authority or other relevant body, where such approval is required.

19 INSURANCE

- 19.1 The Tenant shall not do or omit to do anything or allow anything to be done which may constitute a contravention of the terms of any insurance policy held from time to time by the Landlord in respect of the Property or which may increase the insurance premiums of the aforesaid policy. The Landlord's insurance policies are available for inspection by the Tenant upon the written request of the Tenant and the Tenant shall acquaint itself with the terms thereof. If any insurance premiums payable by the Landlord are increased due to a contravention of this clause by the Tenant, the Tenant shall be liable for and shall on presentation of invoice pay to the Landlord the amount of such increase.
- 19.2 In the event of the Landlord having to pay an excess in respect of any claim submitted against the insurance policy held by it in respect of the Property or the Leased Premises, as a result of any act or omission by the Tenant, its employees, agents, contractors or visitors, the Landlord shall be entitled, in addition to any other remedy available to it in terms of this Agreement, to claim the amount of the excess so paid from the Tenant who shall be obligated to make payment thereof on presentation of a tax invoice by the Landlord.
- 19.3 The Tenant shall be obliged to take out and maintain an insurance policy in respect of the plate glass windows and window panels with its insurer against damage and shall maintain such insurance throughout its occupation of the Leased Premises or the period of this Lease or any renewal or extension thereof. The Tenant shall, if so required by the Landlord, exhibit to the Landlord from time to time proof of payment of the premiums that fall due, and if it fails to do so in respect of any premium, the Landlord shall be entitled, but not obliged, without prejudice to its rights, to pay the premium and to recover it from the Tenant.
- 19.4 Furthermore, the Tenant shall be obliged at its own cost to take out and keep in force during this Lease and any renewal or extension thereof, a public liability insurance policy for such amount as will provide indemnity in respect of all claims which may foreseeably be made against the Tenant arising out of its business in the Leased Premises and its use of the Leased Premises and for the Tenant's signage in the Building and/or on the Property. Should there be a dispute between the parties as to the amount of the insurance or the terms and conditions of the policy, such dispute shall be referred to an independent auditor nominated by the Parties for a decision. The auditor's decision shall be final and binding on the parties. In addition to the foregoing, the Tenant shall produce proof to the Landlord of the payment of the premiums as they fall due. Should the Tenant fail to produce proof of payment as aforesaid, the Landlord shall be entitled, but not obliged, without prejudice to its rights in and under this Lease, to make payment of the premiums and to forthwith recover the amount/s thereof from the Tenant.
- 19.5 In the event that the Tenant locks or blocks the fire escape doors in the Leased Premises and/or Building and in so doing acts in contravention of the Landlord's insurance policy requirements then and in such event, the Tenant hereby indemnifies the Landlord and holds the Landlord harmless against all and any claims of whatsoever nature which may arise from the Tenant's conduct as aforesaid.

20 OBSERVE LAWS

- 20.1 The Tenant shall (and shall bear all costs involved in doing so) comply with all laws, by-laws and regulations relating to tenants or occupiers of businesses in leased premises or affecting the conduct of any business carried on in the Leased Premises.
- 20.2 In particular, the Tenant, as the user of the electrical installations in the Leased Premises, shall be responsible for ensuring compliance with all laws and bylaws pertaining to electrical installations in leased premises. On the termination of this Agreement,

the Tenant shall give the Landlord a certificate of electrical compliance in accordance the provisions of the applicable laws and bylaws. Should there be no such laws or bylaws, then the Tenant shall be required to comply with the reasonable instructions issued by the Landlord in regards to such electrical installations. The Tenant hereby indemnifies the Landlord and holds the Landlord harmless against all and any claims arising from the Tenant's non-compliance with such laws or by-laws.

- 20.3 The Tenant shall not contravene or permit the contravention of the Tobacco Products Control Act, 83 of 1993, as amended from time to time (including the regulations thereunder) ("the Tobacco Act"). The Tenant furthermore indemnifies and holds the Landlord harmless against any penalty imposed by any local, provincial, national or other authority as a result of the Tenant's failure to comply with the provisions of the Tobacco Act.
- 20.4 To the extent applicable, the Tenant shall furnish the Landlord with procedures, which are acceptable to the Landlord, regarding the extraction of odours and smoke in the Leased Premises. To the extent applicable and in addition to the foregoing, the Tenant shall inform the Landlord of its proposed designated smoking area that it will establish in its Leased Premises in order to support the Tenant's smoking and non-smoking policy.
- 20.5 In the event that any fine or penalty is imposed upon the Landlord as a result of the Tenant's, contravention of any statutory regulation, the Landlord shall be entitled to recover such fine or penalty, as the case may be, from the Tenant together with any other damages arising from such contravention.
- 20.6 The Tenant shall not contravene or permit the contravention of any of the conditions of title under which the Property is held by the Landlord or of any of the provisions of the town-planning scheme applicable to the Property.
- 20.7 If the Tenant, as occupier of the Leased Premises, contravenes or fails to conform with any relevant legislation and the Landlord, as owner of the Property, is furnished with any notice calling upon it to bring about within the period specified in the said notice the cessation of such activities stipulated in the notice, the Tenant undertakes, upon being furnished with a copy of such notice, to immediately cease all such activities referred to in the notice and to remedy any complaint referred to within the prescribed time period. The Tenant shall after compliance with the aforementioned notice, furnish to the Landlord written confirmation of the Tenant's compliance.

21 ACCESS

- 21.1 The Landlord is entitled to reasonable access to the Leased Premises for inspection, maintenance and repair. In the case of an emergency, the Landlord shall be entitled to immediate access to the Leased Premises without the Tenant's consent.
- 21.2 The Landlord shall be entitled at any and all times during the currency of this Lease and any renewal or extension thereof to have access to the Leased Premises in order to effect any repairs, alterations, improvements and/or additions to the Leased Premises, Building and/or Property as are required by any competent authority and by the Landlord itself and for any such purpose to erect scaffolding, hoardings and/or any other Building equipment in, at, near or in front of the Leased Premises in order to effect such repairs, alterations, improvements and/or additions.
- 21.3 The Tenant shall have no claim of whatsoever nature, howsoever caused and howsoever arising, against the Landlord for compensation, damage or otherwise, by reason of any interference with its tenancy or its beneficial occupation of the Leased Premises occasioned by such access, repairs or Building works as are hereinbefore contemplated.

22 NO CLAIMS

- 22.1 The Tenant shall have no claim or right of action of whatsoever nature against the Landlord for damages, loss or otherwise, nor shall it be entitled to withhold or defer payment of rent, nor shall the Tenant be entitled to a remission of rent, by reason of an overflow of water supply or fire or any leakage or any electrical fault or by reason of the elements of the weather or by reason of the Leased Premises or any other part of the Building or Property being in a defective condition or falling into disrepair or any particular repairs not being effected by the Landlord or by reason of there being any defect in the equipment of the Landlord or as a result of any other cause whatsoever.
- 22.2 The Landlord shall not be responsible for any damages of whatsoever nature, howsoever and whensoever arising, including, but not limited to, loss of profits, consequential damages or any damage to stock-in-trade, equipment, machines, raw materials, papers or other articles kept in the Leased Premises (whether the property of the Tenant or that of anyone else) caused by rain, hail, lightning or fire or by reason of riot, strikes or State's enemies or as a result of theft or burglary, with or without forcible entry, or through any cause whatsoever, nor shall the Landlord be responsible for any personal injury which may be sustained in or about the Leased Premises or the Property by any of the directors, servants, agents, customers or invitees of the Tenant or any other person to whom such injury may be caused, and the Tenant hereby indemnifies the Landlord against any claim of whatsoever nature that may be made against the Landlord by the Tenant in respect of personal injuries so sustained or in respect of the loss of or any damage to anything contained in or brought into the Leased Premises or on the Property.
- 22.3 The provisions of 22.1 and 22.2 shall apply notwithstanding that any loss, damage or injury therein referred to may occur or be sustained in consequence of anything done or omitted by the Landlord or any of its directors, servants or agents, whether negligently or otherwise.

- 22.4 Notwithstanding anything contained or implied to the contrary in this Agreement of Lease, the Tenant shall have no claim against the Landlord of whatsoever nature in respect of loss of income, profit or savings and/or indirect, incidental and/or consequential damages.

23 MANAGEMENT RULES

The Landlord may from time to time prescribe rules in accordance with reasonable trade practice relating to the use or enjoyment of the Property and of the Leased Premises, including matters relating to security, fire, safety, access, the use of any Common Area, parking, the keeping and placing of heavy objects in the Leased Premises, the use of air-conditioning and heating, and all matters incidental thereto. The rules are available from the Landlord and the Tenant shall acquaint himself and comply therewith.

24 CONSUMPTION CHARGES

- 24.1 The Tenant shall pay for all electricity and water consumed by the Tenant in or on, or attributable to, the Leased Premises as separately metered by the relevant meters or sub-meters, as the case may be. The Tenant shall pay to the Landlord all sanitary, refuse removal, special refuse removal, sewerage and any other local authority charges in respect of or attributable to the Leased Premises or the business conducted by the Tenant therein.
- 24.2 In the event that no meter or sub-meter, as the case may be, exists in respect of electricity, water and/or gas at the Leased Premises, then the Landlord shall be entitled to install one at any time. If the Landlord does not elect to install a meter or a sub-meter, as the case may be, the Tenant shall be entitled to request the Landlord to install the aforesaid meter or sub-meter, as the case may be, and the cost in respect thereof shall be borne by the Tenant and shall be paid on presentation of the Landlord's invoice.
- 24.3 Notwithstanding any provision to the contrary, in the event that:
- 24.3.1 ~~no meter exists in respect of the Leased Premises, then the Tenant shall pay its Proportionate Share of the electricity, water, gas, sewerage, refuse and special refuse charges;~~
- 24.3.2 a common sub-meter exists in respect of the Leased Premises, then the Tenant's electricity, water, gas, sewerage, refuse and special refuse charges shall be determined in accordance with the Tenant's Proportionate Share. Unoccupied areas shall not be included in this ratio. To the extent applicable, this ratio may be adjusted as soon as the areas served by the common sub-meters are hired by other tenants.
- 24.4 The readings of the meter, sub-meter or common sub-meter referred to in this clause 24 shall be carried out by a meter reading agency appointed by the Landlord from time to time during the currency of this Lease. The Tenant shall pay to the Landlord all the meter, sub-meter and/or common sub-meter reading costs incurred by the Landlord in respect of the Leased Premises. The monthly readings taken by the aforesaid meter reading agency shall be *prima facie* proof of the monthly electricity and water meter readings in respect of the Leased Premises.
- 24.5 The Tenant's liability in respect of electric current, gas and water consumed, as aforesaid, shall be at the same tariffs, levies and costs which would have applied to the Tenant if the supplier had supplied the service directly to the Tenant.
- 24.6 The Landlord shall be entitled, on written notice to the Tenant, to forthwith require the Tenant to arrange for the supply of electricity, water, refuse removal and/or sewerage to the Leased Premises directly from the supplier thereof. The Tenant shall forthwith upon receipt of such written notice attend to the aforesaid and shall pay such supplier directly in respect of the electricity, water, refuse removal and/or sewerage in respect of or attributable to the Leased Premises or the business conducted by the Tenant therein.
- ~~24.7 The Tenant shall furthermore pay to the Landlord a Proportionate Share of the costs of all electricity, water, sewerage and refuse charges in respect of the Common Area of the Property.~~
- 24.8.1 Notwithstanding any provision to the contrary, should-
- 24.8.1.1 the Landlord not have received any accounts from any local authority; or
- 24.8.1.2 at any time, any of the meters, sub-meters or common sub-metres referred to in this clause 24 fail,
- then the Tenant shall be liable for and shall pay an amount equal to the average metered charge per month for the Leased Premises calculated over the preceding 6 (six) months and applied to the period under consideration. The parties shall respectively notify each other in writing upon any one of them discovering such a metering defect.
- 24.8.2 In the circumstances referred to in clause 24.8.1, should the estimate be-
- 24.8.2.1 less than the amount charged in the local authority's account for electricity, water, sewerage and refuse charges ("the Account"), then the Tenant shall pay the Landlord the difference between the estimated amount and the amount stipulated in the Account on presentation of the Landlord's invoice;

- 24.8.2.2 more than the amount stipulated in the Account, then the Landlord shall refund the difference between the estimated amount and the amount stipulated in the Account to the Tenant, within a reasonable time of an account being rendered by the local authority to the Landlord.
- 24.9 In addition to the charges contemplated in this clause 24, upon presentation of the Landlord's invoice, the Tenant shall pay to the Landlord, the Tenant's Proportionate Share of the cost of electricity and water consumed by the air-conditioning plant which serves the area of the Building in which the Leased Premises are situated and to the extent applicable, the cost of electricity and water consumed by the air-conditioning cooling tower which serves the plant.
- 24.10 The Landlord shall be entitled to charge the Tenant and the Tenant shall be obliged to pay on demand, its pro rata share, such pro rata share being the allowance made to the Tenant from the distribution board relating to the Tenant's generator use and a proportion of the common area usage of the Landlord's monthly maintenance, service, fuel and oil costs in respect of the generator.

24.11. Pre-Paid Electricity System

- 24.11.1 Notwithstanding any provision to the contrary in this Agreement of Lease and throughout the duration of this Lease, the Landlord shall be entitled, at the Landlord's sole discretion, to install a pre-paid electricity system ("the Pre-Paid System") at or in the Leased Premises. In the event that the Landlord elects to install a Pre-Paid System, then on installation of the Pre-Paid System, the Tenant shall be required to obtain the supply of electricity in respect of the Pre-Paid System from the relevant local authority or from the Landlord, as the case may be. In such event, the Tenant shall ensure that it obtains and maintains a sufficient credit balance in respect of this Pre-Paid System as required by the Tenant to conduct its business from the Leased Premises. If the Tenant fails to pay its electricity charges timeously as required in terms of this Lease, and is as such in breach hereof, the Tenant shall, if as a direct result of such breach by the Tenant, the Landlord decides to install the Pre-Paid System, pay for all of the costs associated with the installation of the Pre-Paid System on presentation of invoice.
- 24.11.2 The Tenant shall ensure that its employees do not interfere and/or tamper and/or make changes and/or attempt to interfere and/or tamper and/or make changes to the Pre-Paid System.
- 24.11.3 The Tenant shall not be entitled to a rent reduction or to claim cancellation of this Agreement if the Tenant fails, timeously or at all, to purchase pre-paid electricity.
- 24.11.4 The Tenant shall take all reasonable steps, at its own cost, to protect its equipment and without limitation connecting its computer and related office equipment through suitable uninterrupted power supplies or similar devices in the event of the Pre-Paid System failing to perform.
- 24.11.5 The Tenant shall not have any claim against the Landlord as a result of or due to the failure of the Pre-Paid System alternatively pre-paid electricity meters or equipment and the Tenant shall take all reasonable steps to protect its equipment.
- 24.11.6 The Tenant shall purchase and maintain a sufficient credit balance in respect of its Pre-Paid System as required by the Tenant to conduct its business from the Leased Premises. To the extent that the supply is obtained from the Landlord, any payments made by the Tenant shall first be allocated to the costs of meter reading (if applicable), re-connection fees (if applicable), the Tenant's *pro rata* share of air conditioning electricity and electricity consumed within the common area/s of the property, including electricity consumed by signage and air-conditioning serving the common areas (if applicable) and only thereafter as a credit balance allocated to the Pre-Paid System. Such credit balance will be reduced by consumption of electricity as metered by the pre-paid electricity meter.
- 24.11.7 The Tenant acknowledges that the Tenant's failure to purchase and maintain a sufficient credit balance in respect of its electricity required as aforesaid, shall result in the electricity supply no longer being available and discontinued which may result in the Tenant being unable to conduct business which, for the avoidance of doubt, shall also constitute a breach of the terms and conditions of the Agreement of Lease in respect of the Leased Premises.
- 24.11.8 Electricity shall only be made available once a credit balance is established on a Tenant's pre-paid account and if applicable, any reconnection fees have been paid.
- 24.11.9 The Tenant acknowledges and accepts that the costs of pre-paid electricity shall include basic electrical charges, connection fees, reticulation costs, service charges and all other electrical consumption, including but not limited to the Tenant's signage illumination at the same rate as the Tenant would pay to the authority or supplier as such electricity being supplied directly to the Tenant and irrespective of any different rate at which that authority or supplier has contracted or may contract with the Landlord.
- 24.11.10 The Tenant hereby indemnifies the Landlord or its agents against any and all claim/s of whatsoever nature as a result of or due to the installation, use, maintenance, operation and/or repair of the Pre-Paid System.
- 24.11.11 A certificate issued by the Landlord and/or its Agent shall be *prima facie* proof of a credit balance and/or amount outstanding in terms of this clause and in the event of a dispute, the Landlord shall be entitled to act in accordance with such certificate.

25 AIR-CONDITIONING / PACKAGED EVAPORATIVE COOLING UNITS

Unless arranged to the contrary with the Landlord and such arrangement has been recorded in writing, if any air-conditioning equipment has been supplied by the Landlord, then it shall be used by the Tenant during normal office hours only. The Tenant may not install or use other air-conditioning equipment in the Leased Premises without the prior written consent of the Landlord. Notwithstanding the foregoing, the Tenant will be liable, at its own cost, to provide and install its own additional air-conditioning units where these units are required to cool any computer, electronic equipment or other items which will require 24-hour cooling. Maintenance and repairs to such additional units (i.e. 24-hour cooling units) shall be done by the Tenant at the sole cost of the Tenant. The cost of all electricity consumed by the Tenant's air-conditioning equipment shall be borne by the Tenant in accordance with clause 24 above.

26 BREACH

26.1 Should the Tenant:

- 26.1.1 fail to make any payment in terms of this Lease Agreement by the due date for such payment; or
- 26.1.2 fail to take occupation of the Leased Premises on the Beneficial Occupation Date; or
- 26.1.3 breach any other term of this Lease; or
- 26.1.4 conduct itself in such a way or consistently breach this Lease Agreement so that the Tenant's conduct is inconsistent with the intention or ability to carry out the terms of this Lease agreement; or
- 26.1.5 be placed in liquidation or under judicial management, whether provisionally or finally; or
- 26.1.6 the Tenant, being a natural person, dies or is sequestrated, whether provisionally or finally;
- 26.2 then the Landlord shall be entitled, but not obliged, to:
 - 26.2.1 enforce the provisions of this Lease and claim damages; and/or
 - 26.2.2 forthwith cancel this Lease, resume possession of the Leased Premises and claim the full value of all arrear amounts owing in terms of this Lease together with the present value of each unpaid but not yet due and payable Total Monthly Rental for the unexpired portion of the Lease as pre-estimated liquidated damages.

27 APPROPRIATION OF PAYMENTS

The Landlord shall be entitled in its sole and absolute discretion to appropriate any amounts received from the Tenant towards the payment of any debt or amount owing by the Tenant to the Landlord irrespective of when the debt arose.

28 HOLDING OVER

If the Tenant disputes any purported cancellation of this Lease and remains in occupation of the Leased Premises, the Tenant shall be obliged to comply with the provisions of this Lease and to make all payments due in terms of this Lease. If such dispute is determined in favour of the Landlord, any amount so paid by the Tenant shall be retained by the Landlord as compensation for the Tenant's use and occupation of the Leased Premises during the relevant period.

29 COMPLIANCE WITH LEASE

The Tenant shall, as far as may be reasonably possible, ensure that its employees and visitors observe and comply with the terms of this Lease and of the management rules (As per the Tenant Manual attached hereto).

30 SERVICE OF PROCESS

The Tenant nominates the Leased Premises as its *domicilium citandi* and any written communication or legal process may be sent to that address. Any notice or legal process delivered to that address shall be deemed to have been received by and come to the notice of the Tenant on date of delivery thereof. The Landlord's *domicilium citandi* shall be c/o Eris Property Group (Pty) Ltd 3 Gwen Lane, Sandton Central, 2196. Both parties shall be entitled to change the aforementioned addresses provided written notice thereof is received by the other party. Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

31 CHOICE OF PROCESS

Subject to clause 32 below, the Tenant hereby consents and submits to the jurisdiction of the High Court having jurisdiction in respect of any dispute or claim arising out of or in connection with this Lease. Notwithstanding the foregoing, the Tenant hereby agrees in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944 that the Landlord shall, at its option, be entitled to institute any legal proceedings which may arise out of or in connection with this Lease in any magistrate's court having jurisdiction in respect of such proceedings in terms of section 28 of the Act, notwithstanding the fact that the value of the claim or the matter in dispute might otherwise exceed the jurisdiction of such magistrate's court.

32 DISPUTE RESOLUTION

- 32.1. Notwithstanding the provisions of clause 52, an aggrieved party may refer any dispute or claim to an independent expert appointed for the determination of the dispute ("Independent Expert") at any time but prior to legal proceedings being instituted in any court of law. If legal proceedings were instituted in a court, then a party may only refer a dispute or claim to an expert with the written consent of the other party.
- 32.2. The identity of the Independent Expert shall be decided by agreement between the parties and failing agreement between the Parties shall be appointed by the chairman for the time being of the Arbitration Foundation of Southern Africa ("AFSA") at the request of either Party.
- 32.3. In making his determination, the Independent Expert shall act as an expert and not as an arbitrator, with the view that the matter for determination be dealt with as expeditiously as possible. Each party shall be entitled to make representations to the Independent Expert in such manner and form as the Independent Expert shall determine in the Independent Expert's discretion.
- 32.4. The cost of the Independent Expert in making his determination of the dispute in terms of 32.3 shall be borne equally between the parties, unless the Independent Expert determines otherwise.
- 32.5. The decision of the expert shall be final and binding on the parties.
- 32.6. A determination, order or award, including any determination as to the payment of costs made by the Independent Expert, shall be carried into effect by the parties and may be made an order of court by a court of competent jurisdiction.

33. FUTURE TENANT

- 33.1. The Landlord is entitled –
- 33.2. during the 3 (three) months immediately preceding the termination date of this Lease to display in, on or near the Leased Premises "To Let" notices and "For Sale" notices;
- 33.3. at all reasonable times during the lease period, subject to prior arrangement with the Tenant, to show any prospective tenants or buyers the interior of the Leased Premises.

34 COSTS OF ACTION

Should the Landlord institute action against the Tenant pursuant to a breach of this Lease by the Tenant, then without prejudice to any rights which the Landlord may have, the Tenant shall pay for all legal costs incurred by the Landlord including Attorney and Own Client charges, tracing fees, Counsel's fees as per Counsel's brief and such collection commission as the Landlord is obliged to pay its attorneys.

35 COSTS OF LEASE

The landlord's administration costs and stamp duty (as estimated in the Schedule) shall be paid by the tenant before taking occupation of the leased premises. It is recorded that should the stamp duty amount actually levied differ to the amount estimated in the Schedule, due to delays caused by the tenant or for any reason whatsoever, the tenant shall be liable for the entire amount, notwithstanding the amount recorded in the Schedule. *The landlord shall be responsible for any costs incurred due to the delays caused by the gross negligence of the landlord.*

The Landlord's contract administration costs as set out in the Schedule hereto shall be paid by the Tenant prior to the Tenant taking occupation of the Leased Premises.

36 MANAGING AGENT

The Tenant acknowledges that the agent referred to in the Schedule acts as the managing agent for and on behalf of the Landlord.

37 TERMINATION

- 37.1. The Tenant shall vacate the Leased Premises at the termination of the Lease or any earlier termination thereof by the Landlord and shall return the Leased Premises to the Landlord in the condition as elected by the Landlord in terms of clause 37.2 hereunder.

- 37.2. Prior to the termination of this Lease, the Tenant shall at its cost reinstate the Leased Premises. The Landlord shall have the right in its sole and absolute discretion to require the Tenant to either:
- 37.2.1. reinstate the Leased Premises to the same good order and condition as the Leased Premises were received by the Tenant in terms of this Agreement of Lease. The Landlord shall have the right to take photographs in order to assist the Landlord in the determination of the condition of the Leased Premises at the Commencement Date of this Lease; or
 - 37.2.2. to the extent applicable, reinstate the Leased Premises to the same good order and condition as the Leased Premises were received by the Tenant in terms of the initial Agreement of Lease between the parties for the same Leased Premises. This clause is applicable notwithstanding the provisions of clause 38 and only in the event that this Agreement is a renewal of a previous agreement/s of Lease. It is specifically recorded and agreed that the Leased Premises would have been accepted by the Tenant in the condition in which they were received at the commencement of the initial Lease, when the Tenant first took occupation of the Leased Premises, and not the condition that the Leased Premises were in at the commencement date of any subsequent lease/s; or
 - 37.2.3. return the Leased Premises to the Landlord without removing any refurbishments and/or alterations undertaken by either the Landlord or the Tenant, as the case may be; or
 - 37.2.4. reinstate the Leased Premises to its "base Building condition". For the purpose of this clause, "base Building condition" shall include, at the Landlord's discretion, all of the following:
 - the removal of all fixtures and fittings, interior Building work and/or alterations to the Leased Premises; and
 - the restoring of the ceiling to a concrete slab or suspended ceiling; and
 - the removal of the floor coverings and/or computer access flooring and the restoration of a level cement screed; and
 - the repair of any damage to the walls and wall paper and/or the repainting thereof with two coats of PVA paint; and
 - the replacement or repair of any broken, damaged or missing articles; and
 - the delivery of a certificate of electrical compliance as is contemplated in this Agreement of Lease.
- 37.3. If any alteration is made by the Tenant with or without the Landlord's consent, then upon the expiration or earlier termination of this agreement:
- 37.3.1. if the Tenant is required to do so by written notice from the Landlord, the Tenant shall remove the alteration (or any such part thereof as the Landlord may direct in writing) and reinstate the Leased Premises (or any part of the Leased Premises as directed in writing by the Landlord) at the Tenant's cost, to the same condition that existed prior to the carrying out of such alteration, failing which the Landlord shall be entitled to do so, and to recover the cost thereof from the Tenant. Such removal and reinstatement to be completed at the termination date or in the event of earlier termination, within 10 (ten) days of such earlier termination;
 - 37.3.2. to the extent to which the Landlord does not exercise its rights in terms of clause 37.3.1, such alterations which the Landlord does not require to be removed shall not be removed by the Tenant, but shall become the Landlord's property, and no compensation therefore shall be payable by the Landlord;
 - 37.3.3. the Tenant may only remove the assets which it requires for the conduct of its business and it may not remove any installation or alteration that was in the Leased Premises at the Commencement Date, or which the Landlord funded directly or indirectly by way of contributions or otherwise or which became the property of the Landlord in terms of clause 37.3.2 above other than as instructed by the Landlord in terms of clause 37.3.1 above;
 - 37.3.4. in the event of a dispute with regards to any installation, alteration or asset, such installation, alteration or asset shall remain in the Leased Premises if so directed by the Landlord and a certificate issued by the Landlord shall be *prima facie* proof that such installation, alteration or asset was in the Leased Premises at the Commencement Date, alternatively such installation, alteration or addition was directly or indirectly funded by the Landlord.
- 37.4. Upon vacation by the Tenant of the Leased Premises the Landlord shall undertake a final inspection of the Leased Premises and any items which have not been attended to in terms of clause 37.2 and/or 37.3 shall be reinstated by the Landlord. In this regard, the Tenant hereby appoints the Landlord as its agent and attorney irrevocably and in rem suam with power of substitution, to effect any such removal of the alterations and/or additions and/or the reinstatement of the Leased Premises as contemplated in this clause, at the cost of the Tenant, on behalf of the Tenant. The Landlord shall be entitled to recover these costs from the Tenant on presentation of invoice. Notwithstanding anything to the contrary herein contained, the Landlord shall not be required to deliver any breach notice to the Tenant, as may be required in terms of clause 26, if the Landlord exercises its rights set out in this clause 37.4.
- 37.5. In addition to the above, the Tenant hereby waives in favour of the Landlord any liens of whatsoever nature which it may have in respect of the Leased Premises or the Property including but not limited to any physical, financial or aesthetic improvements which it may have made to the Leased Premises or the Property.
- 37.6. In the event that the Tenant remains in occupation of the Leased Premises, after the termination of this Lease in order to reinstate the Leased Premises as provided for in this clause 37, then the Tenant shall continue to pay its Total Monthly Rental which it was paying to the Landlord immediately prior to such termination. In such circumstances, the Tenant shall remain bound by all the terms

and conditions of this Lease and it shall be liable to the Landlord for any damages that the landlord may suffer as a result of the Tenant's continued occupation of the Leased Premises in order to carry out the reinstatement thereof.

- 37.7. The Tenant shall have the option to either undertake the work required by the Landlord above, alternatively to make payment to the Landlord of the cost thereof, as determined by mutual agreement. In the event that the Parties cannot agree on the cost of reinstatement the Tenant shall be obliged to undertake the reinstatement as provided in clause 37.2 and 37.4.

38 AMENDMENTS

This Agreement contains the full contract between the parties, and replaces all previous agreements. No amendment to or consensual cancellation of this Agreement or of this clause shall be valid unless reduced to writing and signed by both parties.

39 PARKING

- 39.1. The Landlord, its agent and its employees do not accept or take any responsibility for the safe custody of any vehicle or any articles therein, nor for any damage to vehicles or articles however caused, nor for any injuries, death or loss to any persons as a result of the negligence of the Landlord's employees or agents or from any other cause whatsoever. All vehicles are parked at the risk of the Tenant and the Tenant acknowledges that the driver of any vehicle parked in the parking area enters the parking area at its own risk. The Tenant accordingly indemnifies the Landlord against any loss or damage of whatsoever nature and howsoever caused to the Tenant in the parking area.
- 39.2. In the event that the Landlord installs any access control equipment in the parking area of the Property and coded card/s and/or remote control unit/s are required to be issued to the Tenant in order to enable the Tenant to gain access to the parking area of the Building and/or the Property, then the Landlord shall be entitled to charge the Tenant an access control fee in respect of the coded card/s and/or remote control unit/s issued to the Tenant and the Tenant shall be obliged to pay to the Landlord, the Landlord's prescribed fee for each coded card/s and/or remote control unit/s. The Landlord shall retain ownership of the coded card/s and/or remote control unit/s issued to the Tenant. In the event of a coded card and/or remote control unit being lost or damaged, a replacement fee for each coded card or remote control unit shall be paid by the Tenant on presentation of the Landlord's invoice. In the event that the Tenant fails to return the coded card/s and/or remote control unit/s issued to it, to the Landlord at the termination of this Agreement of Lease, the Tenant shall be obliged to pay to the Landlord, on presentation of invoice, a replacement fee in respect thereof.
- 39.3. Throughout the duration of this Agreement of Lease and any renewal or extension thereof, in the event that the Landlord allocates specific parking bay/s to the Tenant at the Leased Premises, then the Landlord shall be entitled, within its sole and absolute discretion, to relocate the Tenant from its existing parking bays to any other type of parking bay/s in the parking area.

40 CERTIFICATE OF BALANCE

A certificate by the Landlord shall determine and prove the balance of the Tenant's indebtedness arising from this Agreement at any time. It shall not be necessary to prove the appointment of authority of the person signing such certificate on behalf of the Landlord should it not be signed by the Landlord personally. The certificate shall be binding on the Tenant and shall be prima facie proof of the fact of the Tenant's indebtedness, of the amount thereof and that same is due and payable at the date of signature of such certificate, the production of which shall discharge any onus of proof, which may rest on the Landlord to prove any fact certified therein. Such certificate shall serve as a liquid document in any competent court for the purpose of obtaining provisional sentence or summary judgment against the Tenant thereon.

41 NO WARRANTIES

The Tenant records that all verbal or written warranties and representations, whether express or implied, made by or on behalf of the Landlord have been accurately recorded in this Agreement and the Tenant furthermore records that it has not entered into this Lease by reason of any other warranty or representation made to it by or on behalf of the Landlord which is not set out in this Lease Agreement. The Landlord shall not be responsible for any loss or damage suffered by the Tenant arising from any unfulfilled representation made by the Landlord or its agents, which representations are not contained herein. The Tenant furthermore shall not be entitled to cancel this Agreement or claim damages by reason of any negligent or fraudulent misrepresentation made by any representatives of the Landlord, which representation is not contained in this agreement.

42 RELAXATION

No latitude, extension of time or other indulgence granted by the Landlord to the Tenant will prejudice any right of the Landlord, or form the basis of any waiver, estoppel or novation of any obligation under this Lease.

43 AUTHORITY

By signing this Lease the signatory of the Tenant warrants that it is duly authorised to enter into this Lease on behalf of the Tenant.

44 DELIVERY OF STATEMENTS

- 44.1. Any failure by the Landlord to render any statement or the late receipt or non-receipt thereof by the Tenant shall not in any way detract from the Tenant's obligations to effect payment of all amounts as set out in terms of this Lease on the due date for payment thereof.
- 44.2. The Tenant acknowledges and agrees that all statements, invoices and other supporting documentation shall be transmitted electronically by the Landlord or its agent and that all such statements or invoices used for the purposes of claiming input tax will be accepted as a true reflection of all transactions concluded between the Landlord and the Tenant. The Tenant undertakes to provide the Landlord with an email address and further undertakes to notify the Landlord immediately of any change of email address.
- 44.3. All and any utilities, including but not limited to, rates and taxes, water, electricity, sewerage, refuse and levies charged to the Tenant by the Landlord and which charges appear on this invoice, will be accepted by the Tenant to be both true and correct and will constitute *prima facie* evidence in any litigation between the parties, provided that the Tenant does not raise any query in regards thereto within fourteen (14) days from date of invoice.

45 DEBIT ORDER

The Tenant shall be obliged to effect all payments in terms of this Lease by way of a debit order system and shall sign all such documents as required by the Landlord's bankers.

46 RISK OF PAYMENT

Should payment of the rental be made in any other manner than as per clause 45, the risk and liability to ensure that payment reaches the Landlord at its chosen *domicilium citandi et executandi* shall be with the Tenant. The Tenant hereby accepts the full risk and liability should any payment be lost, stolen or misappropriated and the Tenant shall immediately make another payment in replacement thereof.

47 AGENT'S COMMISSION

~~The Tenant warrants that it was introduced to the Leased Premises by a commission agent and that no person besides the commission agent was the effective cause of the conclusion of this agreement. The Tenant hereby indemnifies the Landlord against all and any claims whatsoever which may be made against the Landlord for any commission in respect of this transaction by any person other than the commission agent.~~

48 CHANGE OF NAME OF BUILDING

The Landlord shall have the right to change the name of the Building at any time, without prior written notice. The Landlord will not be liable for any losses or damages suffered by the Tenant arising from or incidental to such change of name.

49 CONFIDENTIALITY CLAUSE

- 49.1. For the purpose of this clause 'confidential information' shall mean, without limiting the generality of the term, any information or data relating to the terms and conditions of any lease agreement, proposal, offer, or marketing and business information of the Landlord or its agent, including that of its associated and affiliated companies.
- 49.2. The Tenant agrees not to disclose, publish, utilise, employ, exploit or in any manner whatsoever to use any confidential information, for any reason or purpose whatsoever without the prior written consent of the Landlord, which consent may be withheld in the sole and absolute discretion of the Landlord.
- 49.3. The Tenant agrees that any unauthorised publication or other disclosure of the confidential information may cause irreparable loss, harm and damage to the Landlord or its agent. Accordingly, the Tenant hereby indemnifies and holds the Landlord harmless against any loss, action, claim, expense, harm or damage of whatsoever nature suffered or sustained by the Landlord due to a breach by the Tenant of the provisions of the clause.

50 LIABILITY OF PARTNERS AND JOINT TENANTS

If the Tenant is a partnership then by signature hereto, the individual partners of the Tenant bind themselves, both as a partnership and jointly and severally as individuals, for all the Tenant's obligations to the Landlord under or arising out of this Lease. Similarly joint tenants shall be jointly and severally liable for all their obligations as tenants under or arising out of this Lease.

51 TRUSTEE FOR A COMPANY OR CLOSE CORPORATION TO BE FORMED

If this Lease is signed on behalf of the Tenant by a person ("the signatory") who professes to act as agent or trustee on behalf of the company or close corporation (each herein referred to as "the corporate body") not yet formed then:

- 51.1. the signatory in his personal capacity hereby warrants to the Landlord that the corporate body for which he is acting will within 60 (sixty) days from the date of signature of this Lease by the Tenant :
- 51.1.1. be duly formed and incorporated;
- 51.1.2. pass a resolution adopting this Lease without modification;
- 51.1.3. take all other steps necessary to render this Lease binding on it; and
- 51.1.4. deliver to the Landlord its memorandum and articles of association in the case of a company or founding statement in the case of a close corporation together with a duly certified copy of the resolution referred to in 51.1.2;
- 51.2. until the corporate body has become the Tenant hereunder, the signatory in his personal capacity shall be liable for all the obligations imposed on the Tenant in terms of this Lease;
- 51.3. if the corporate body is not formed within the period prescribed, or if having been formed, it does not within the said period comply with its obligations in terms of this clause, then the signatory in his personal capacity shall be deemed to be the Tenant in terms of this Lease; and
- 51.4. if the corporate body is formed within the period prescribed in 51.1 and does comply with its obligations in terms of this clause, then the signatory, by his signature to this Lease, hereby binds himself in favour of the Landlord as surety and co-principle debtor with the Tenant, jointly and severally. The signatory, hereby renounces *the benefits of excussion and division and cession of action* for all the obligations of the Tenant in terms of the Lease. **Benefits of excussion means the Landlord becomes entitled to sue the surety for the full amount for which the surety is liable in terms of the suretyship without first proceeding against the Tenant and division means that the surety is not only responsible for a pro rata share of the debt but for the entire debt (if more than two persons bind themselves as sureties for one obligation).**

52 DAMAGE OR DESTRUCTION

- 52.1. The Landlord may cancel this Lease if:
- 52.1.1. the Leased Premises are destroyed or are damaged to such an extent as to be substantially untenable; or
- 52.1.2. there is damage to the Building such that although clause 52.1.1 does not apply, the Leased Premises have been rendered substantially untenable because of absence of access or supply of any necessary service or amenity; or
- 52.1.3. there is destruction or damage to the Building or parts thereof, whether or not the Leased Premises are involved and the Landlord determines to put an end to the tenancies in the Building in order to engage in reconstruction, renovation or rebuilding.
- 52.2. The cancellation under clause 52.1 shall be by written notice given by the Landlord within 60 (sixty) days of the damage or destruction provided that in the case of notice given in terms of clause 52.1.1 and 52.1.2 such notice shall be deemed to be effective as from the date on which the damage or destruction, as the case may be, took place, and in the case of written notice in terms of clause 52.1.3 such notice shall be deemed to be effective on the expiration of a period of thirty (30) days of the giving of such notice.
- 52.3. In the event that there is a dispute as to whether the Leased Premises are destroyed or are damaged to such an extent as to be substantially untenable, the Landlord's architects certificate shall be *prima facie* proof as to whether the Leased Premises is untenable or not.
- 52.4. If:
- 52.4.1. there is damage to the Leased Premises or the Building so as to affect the enjoyment of the Leased Premises, but not to such extent as to entitle the Landlord to cancel under clause 52.1; or
- 52.4.2. the Landlord does not exercise its right to cancel under clause 52.1 when entitled to do so;
then this Lease shall continue, but the Tenant shall be entitled to a remission of rental for the period during which and the extent to which it is deprived of beneficial occupation and enjoyment of the Leased Premises, provided that such damage was not occasioned by an act or omission of the Tenant.
- 52.5. The Tenant shall not be entitled to cancel this Lease by reason of damage to or the partial or total destruction of the Leased Premises.

53 RE-LOCATION

- 53.1. ~~The Landlord shall have the right, at any time after the initial Lease Period contemplated in the Schedule, to relocate the Tenant from the Leased Premises to another premises in the Building (the size of which shall not differ by more than 10% from the size of the Leased Premises) (the "relocated premises") by giving not less than 3 (three) calendar months prior written notice thereof to the Tenant. In the event of such relocation:~~
- 53.1.1. ~~the said notice shall contain a description of the relocated premises specifying its size and location in the Building;~~

- 53.1.2. — if the size of the relocated premises differs from that of the Leased Premises, the basic monthly rental (as stipulated in the Schedule) and the Tenant's Pro Rata Share of the Rates and Taxes (as stipulated in the Schedule) shall be proportionately adjusted;
- 53.1.3. — the said notice shall contain the adjusted Total Monthly Rental and Pro Rata Share of the Rates and Taxes;
- 53.1.4. — all the other terms and conditions of this Agreement of Lease shall remain unchanged and shall continue to be of full force and effect;
- 53.1.5. — the Landlord shall use its best endeavours to perform all work reasonably necessary to effect such relocation in a manner so as not to inconvenience the Tenant; and
- 53.1.6. — the reasonable relocation costs shall be for the account of the Landlord.

54 DEED OF SURETYSHIP

- 54.1. — In the event of the Tenant being a private company, close corporation, trust or other legal entity, the authorised signatories, by their signatures hereto, irrevocably bind themselves jointly and severally as surety and co-principal debtors in solidum to the Landlord as defined herein ("the creditor") for the due fulfilment by the Tenant ("the debtor") of all terms of the Lease or any renewal thereof between the creditor and the debtor in respect of the Leased Premises as defined herein and agree that this surety shall extend to cover any failure to fulfil the terms of the Lease or any renewal or extension thereof whether brought by the action of the debtor or any person or by the liquidation of the debtor.
- 54.2. — The surety/sureties waive the *benefits of excussion and division* and agree that any indulgence or latitude granted by the Landlord to the Tenant in respect of any obligation in terms of this Lease agreement, or any amendment of the terms thereof, shall in no way prejudice the Landlord's rights in terms of this suretyship. **Benefits of excussion means the Landlord becomes entitled to sue the surety for the full amount for which the surety is liable in terms of the suretyship without first proceeding against the Tenant and division means that the surety is not only responsible for a pro rata share of the debt but for the entire debt (if more than two persons bind themselves as sureties for one obligation).**

55 TEMPORARY LEASE AFTER EXPIRATION DATE WHERE TENANT REMAINS IN OCCUPATION

- 55.1. In the event of any occupation of the Leased Premises by the Tenant after the expiration date stipulated in this Lease, without the parties having properly renewed the terms of the Lease Agreement and without a formal agreement, signed by both the Landlord and the Tenant, having been concluded for any reason whatsoever and irrespective of any oral discussions, representations, negotiations and correspondence that may have been exchanged between the Landlord and the Tenant-
- 55.1.1. the Tenant shall be deemed to lease the Leased Premises on a monthly tenancy basis, on the same terms and conditions contained in this Lease, subject to the provisions of clause 55.1.2 below and subject to the proviso that either party will be entitled to terminate this Lease by giving the other party one (1) calendar month's prior written notice of termination; and
- 55.1.2. the Tenant further agrees that, in such circumstances, the basic monthly rental, ~~operating costs (if applicable)~~ and any other charges payable by the Tenant as contemplated in the Schedule hereto in respect of the first twelve month monthly period after the expiration of the Lease Agreement shall not be less than the basic monthly rental, and any other charges payable by the Tenant as contemplated in the Schedule hereto in the last month of the period of this Lease, escalating by 15% (fifteen percent). In addition to the foregoing, the Landlord shall be entitled to escalate the Tenant's rental by a further 15% (fifteen percent) on the conclusion of each subsequent 12 (twelve month) period where the Tenant continues to remain in the Leased Premises on the aforesaid monthly tenancy basis.

56 REBUILDING CENTRE AND EXTENSION

- 56.1. The Landlord shall be entitled to terminate this Lease on the giving to the Tenant of 6 (six) months prior written notice of termination should the Landlord wish to re-develop and/or re-construct and/or upgrade/ and/or renovate the Building and/or the Property and/or to effect substantial and major alterations and additions to the Building and/or the Leased Premises.
- 56.2. The Landlord, however, shall have the right at any time to commence the reconstruction and/or redevelopment and/or renovation of the Building and these operations may proceed while the Tenant is in occupation of the Leased Premises.
- 56.3. Notwithstanding the implementation of any work as contemplated in clause 56.2 above, the Tenant shall have no right to object to such work or to claim any rebate of rental during the period in which the said work may be in progress, nor shall the Tenant have any claim for damages of whatsoever nature by reason of the earlier termination of this Lease as provided for in clause 56.1 above.
- 56.4. The Landlord may extend or change the Building at any time without giving the Tenant notice to such effect. The Tenant may under no circumstances object to the proposed extension or any rezoning application. Notwithstanding the implementation of any work as contemplated in this clause, the Tenant shall have no right to claim any rebate of rental during or after the period in which any work may be in progress, nor shall the Tenant have any claim for damages of whatsoever nature.

57 MEASUREMENT

- 57.1. The area of the Leased Premises hereby let and the area of the lettable premises comprised in the Building for any purpose under this Lease shall be calculated by the Landlord's architect, using the Measurement Method, whose certificate to that effect shall be final and binding on the Tenant. Any discrepancy between the area so measured and the Pro Rata Share of the Rates and Taxes reflected in the Schedule shall not entitle the Tenant to cancel this Lease.
- 57.2. Notwithstanding any provision to the contrary herein, in the event that the Landlord or the Tenant, as the case may be, disputes the accuracy of the Tenant's Pro- Rata Share of the Rates and Taxes as reflected in the Schedule hereto, then the Landlord shall be entitled at its own discretion to have the Leased Premises re-measured by an architect appointed by the Landlord. In the event that the Landlord's architect determines that the re-measured area is different to the area reflected in the Schedule, then the Landlord shall, within its sole and absolute discretion, decide whether or not to make any adjustment to the size, the basic monthly rental or to the Tenant's Pro-Rata Share of the Rates and Taxes reflected in the Schedule and if the Landlord elects to make an adjustment, the Tenant shall be obliged to and shall continue paying its basic monthly rental and all other charges herein in accordance with the amounts and percentages required by the Landlord for the entire duration of this Lease. If the Landlord elects not to make an adjustment, then the Tenant shall be obliged to and shall continue paying its rental and all other charges herein in accordance with the amounts and percentages reflected in the Schedule hereto for the entire duration of this Lease.

58 LOADING/UNLOADING OF GOODS AND TENANT'S PARKING INSTRUCTIONS

- 58.1 All loading, delivery and unloading of goods, merchandise, supplies and fixtures to and from the Leased Premises shall be done only at such times and in such areas and through the entrances designated for such purpose by the Landlord and shall be subject to such rules and regulations as determined by the Landlord.
- 58.2 The Tenant shall ensure that its vehicles shall not obstruct the free flow of traffic, the entrances or exits of the driveway(s) or the pedestrian entrances to the Property, the Building or any premises therein.
- 58.3 The Tenant shall not cause or permit its vehicles to be parked in the parking areas or the driveways on the Property, designated by the Landlord as customers' parking areas and driveways.
- 58.4 No obstruction shall be placed or be permitted to be placed by the Tenant in or on the said parking areas or driveways which may interfere with the use of the customers.

59 REFUSE CONTROL, COMPACTOR AND INCINERATOR

- 59.1. The Tenant shall for the purpose of collection and disposal of its refuse and at its own expense provide and use disposable plastic bags, and bins and/or other containers designated or approved from time to time by the Landlord and/or local authority. The Tenant shall be required to place its refuse in the plastic bags, which shall be effectively sealed to prevent spillage of their contents, before disposing such refuse in the aforesaid bins or containers.
- 59.2. All bins and containers referred to in clause 59.1 above shall be maintained in good order and condition and kept neat and tidy by the Tenant throughout the subsistence of this Lease. The bins and containers shall be prepared for collection in the manner and at the times and places specified by the local authority and/or the Landlord.
- 59.3. The Tenant shall not permit the accumulation of refuse in or outside the Leased Premises save in refuse bins and containers as contemplated herein.
- 59.4. The Tenant shall be responsible for the replacement costs of any bins or containers used by or in connection with the Leased Premises which may be stolen, lost or unlawfully removed.
- 59.5. Should the Landlord provide a refuse compactor and/or incinerator for refuse disposal, the Tenant shall comply with such rules and regulations as the Landlord may make or vary in regard to the use thereof and the Tenant shall be liable for its Proportionate Share in respect thereof.

60 CREDIT BUREAU SEARCH

- 60.1. Throughout the duration of this Lease and any renewal or extension thereof, the Tenant and surety/ies by their signature hereto, hereby consent to:
- 60.1.1. the Landlord receiving, sharing, transmitting and exchanging any consumer credit information;
- 60.1.2. the Landlord sharing, transmitting and/or exchanging any Consumer Credit Information in respect of the Tenant and/or surety/ies hereto with any credit bureaus;
- 60.1.3. the Landlord carrying out any credit search, company search and/or asset searches with any registered credit bureaus in order to monitor and determine the creditworthiness of the Tenant and to the extent applicable its directors or members and/or surety/ies hereto; and

60.1.4. the Landlord obtaining Consumer Credit Information in respect of the Tenant.

60.2. The Tenant and/or the surety/ies hereby consent and authorise the Landlord at all times to:-

- 60.2.1. contact, request and obtain information from any credit provider (or potential credit provider) or registered credit bureau relevant to an assessment of the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Tenant and/or the surety/ies; and
- 60.2.2. furnish information concerning the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Tenant and/or the surety/ies to any registered credit bureau or to any credit provider (or potential credit provider) seeking a trade reference regarding the Tenant's dealings with the Landlord.

61 BUSINESS HOURS & STOCK

- 61.1. Subject to any statutory restrictions, the Tenant shall keep the Leased Premises open and shall trade continuously during the business hours stipulated in clause 61.3.
- 61.2. The Tenant shall ensure that the Leased Premises are adequately stocked with merchandise and properly staffed with personnel.
- 61.3. The Tenant's minimum business hours in respect of the Leased Premises are as follows:

- **Monday to Friday** **09h00 – 18h00**
- **Saturday** **09h00 – 15h00**
- **Sundays or Public Holidays** **09h00 – 14h00**

- 61.4. Without prejudice to any of the Landlord rights (including the right of cancellation) the Landlord shall be entitled to charge the Tenant and the Tenant shall be obliged pay on demand to the Landlord, a penalty fee at the rate of R1000,00 (One Thousand Rand) (excluding VAT) for each business day that the Tenant remains in breach of clause 61.1 above.
- 61.5. Notwithstanding the provisions of clauses 61.1 and 61.3, the Landlord reserves the sole and absolute right, on written notice to the Tenant, to extend the trading hours during the festive period over December and January of any given year. The Tenant shall comply with such written notice and shall ensure that it is adequately stocked and staffed during such festive periods. Failure to comply with such written notice, shall constitute a breach of this agreement of lease and the Landlord shall, without prejudice to any of its rights herein, be entitled to charge the Tenant and the Tenant shall be obliged pay on demand to the Landlord, a penalty fee at the rate of R1000, 00 (One Thousand Rand) (excluding VAT) for each business day that the Tenant remains in breach of clause 61.1.

62 PROMOTION FUND

- 62.1. ~~The Tenant shall pay the monthly promotion fund levy stipulated in the Schedule hereto to the Landlord. The Landlord shall be entitled to utilise the promotion fund at its sole discretion for the promotion of the Building or Property.~~
- 62.2. ~~In the event that the Landlord establishes and creates a promotion fund in respect of the Building or Property after the Commencement Date of this Agreement of Lease, the Tenant hereby agrees to become a member of such promotion fund. On written notice to the Tenant by the Landlord, the Tenant shall forthwith pay, on presentation of invoice, the monthly promotion fund levies required by the Landlord in respect of the Leased Premises.~~

63 EFFECT OF EARLY TERMINATION

- 63.1. Should this Lease be terminated prior to its expiry date for any reason whatsoever, then in addition to any other amount due and payable by the Tenant to the Landlord in terms of this Lease, the Tenant shall be required to pay to the Landlord, on demand, a portion of the Tenant Installation Allowance. Such portion shall be determined as follows:-

A x (B ÷ C) = D where:-

- "A"** is the Tenant Installation Allowance or the monetary equivalent of the rent-free period given to the Tenant in lieu of the Tenant Installation;
- "B"** is the unexpired portion of this Lease (in months) as at the date of the of the Tenant's breach of this Agreement of Lease;
- "C"** the duration of this Lease in months; and
- "D"** is the amount the Tenant must pay to the Landlord

- 63.2. Should this Lease be terminated prior to its expiry date for any reason whatsoever, then in addition to any other amount due and payable by the Tenant to the Landlord in terms of this Lease, the Tenant shall be required, on demand, to pay to the Landlord a portion of the commission paid by the Landlord to the relevant agent in respect of this Lease. Such commission shall be determined as follows:-

A x (B ÷ C) = D where:-

- “A”** is the amount of the commission paid by the Landlord in respect of this Lease;
- “B”** is the unexpired portion of this Lease (in months) as at the date of the of the Tenant’s breach of this Agreement of Lease;
- “C”** the duration of this Lease in months; and
- “D”** is the amount the Tenant must pay to the Landlord

64 TENANT INSTALLATION ALLOWANCE

- 64.1. The Landlords contribution to Tenant Installation shall not exceed the amount indicated on the Schedule. For the sake of clarity it is recorded that the Tenant installation allowance indicated on the Schedule is exclusive of VAT and that VAT may still be added in respect thereof, provided that the Tenant is a VAT vendor.
- 64.2. The Tenant allowance granted by the Landlord shall be utilized in respect of and be limited to the agreed Specifications as set out in the Tenant Criteria annexed hereto “Annexure TCD”.
- 64.3. Any amount over and above the Tenant Installation Allowance will be for the Tenant’s own account irrespective of whether the over spent is in respect of the Tenant Specifications recorded clause 64.2 above, and the Tenant shall have no claim against the Landlord in respect of such amount over spent.
- 64.4. Any amount spent by the Tenant in respect of Specifications over and above those agreed to in terms of clause 64.2 above shall also be for the Tenant’s own account, irrespective of whether there remains or will remain a credit balance left in respect of the Tenant Installation Allowance granted by the Landlord.
- 64.5. The Tenant Installation Allowance will be paid to the Tenant by the Landlord upon inspection by the Landlord of the Leased Premises and upon the Landlord’s receipt of:
- 64.5.1. proof that the Tenant Installation has been effected, in accordance with the Landlord’s standards and specifications;
- 64.5.2. as-built plans being delivered and approved by the Landlord;
- 64.5.3. invoice/s from the Tenant which must be certified and approved by the Landlord;
- 64.5.4. electrical compliance and occupancy certificates (where applicable); and
- 64.5.5. copies of contractor’s invoices specifying the costs of each item installed at the Leased Premises.
- 64.6. In the event that the amount spent by the Tenant toward the Tenant Installation is less than the Tenant Installation Allowance, then the Landlord shall enjoy this benefit and the Tenant shall not be entitled to receive the difference between the Tenant Installation Allowance and the amount actually spent by the Tenant on the Tenant Installation. For the sake of clarity herein, this means that the Tenant shall not be entitled to receive any benefit in cash or in any other manner whatsoever in respect of any balance of the Tenant Installation Allowance not spent by the Tenant on the Tenant Installation.
- 64.7. It is specifically recorded that in the event that the whole of the Tenant Installation Allowance is not utilised by the Tenant or before the date recorded on the Schedule Page, the Tenant shall forfeit the Tenant Installation Allowance and the Landlord shall not pay all or any balance of the Tenant Installation Allowance, as the case may be, to the Tenant.

65. “POPI / PROTECTION OF PERSONAL INFORMATION ACT”

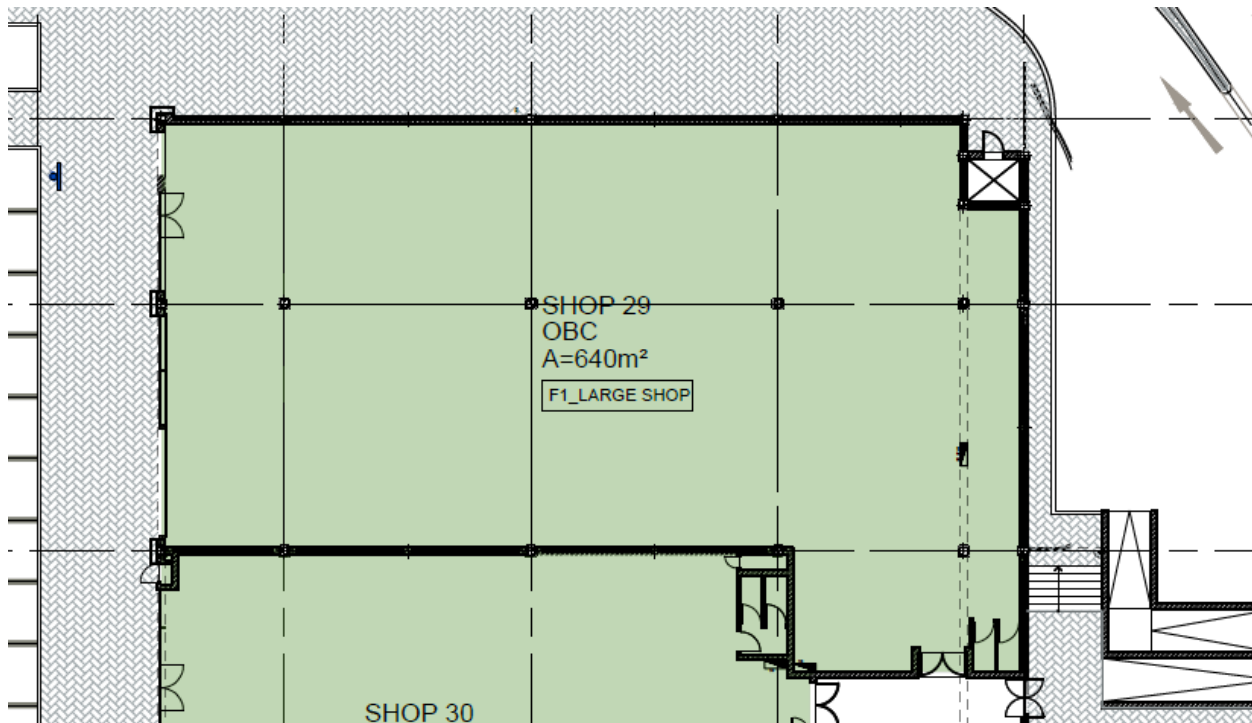
- 65.1 In this clause 65 the following definitions shall have the following meanings assigned to them:
- 65.1.1 **“Data Subject”** shall have the meaning ascribed to it in Chapter 1 of POPI;
- 65.1.2 **“Personal Information”** shall have the meaning ascribed to it in Chapter 1 of POPI;
- 65.1.3 **“POPI”** means the Protection of Personal Information Act, 4 of 2013, as amended from time to time, including any regulations and/or code of conduct made under the Act;
- 65.1.4 **“Privacy and Data Protection Conditions”** shall mean the 8 (eight) statutory prescribed conditions for the lawful Processing of Personal Information which is entered into a Record and such conditions are listed in Section 4(1) of POPI and are dealt with in detail in Part A of Chapter 3 of POPI;
- 65.1.5 **“Processing”** shall have the meaning ascribed to it in Chapter 1 of POPI;

- 65.1.6 “**Record**” shall have the meaning ascribed to it in Chapter 1 of POPI;
- 65.1.7 “**Responsible Party**” shall have the meaning ascribed to it in Chapter 1 of POPI;
- 65.2 The Data Subject hereby consents and authorises the responsible party to obtain and process such information as may be reasonably required in order to consider (in the wider sense) and facilitate conclusion and ensure and enforce compliance with commercial transactions.
- 65.3 Such personal information may be collected and obtained from the Data Subject or from public record or another source (as the case may be).
- 65.4 Such personal information may be retained by the Responsible Party as envisaged in terms of section 14(1)(d) and/or section 14(7) of POPI and/or processed as envisaged in terms of section 11(1)(a) and/or 15(3)(a) of POPI.
- 65.5 The Data Subject hereby absolves the Responsible Party from compliance with the provisions of section 18(1) of POPI, read with sub-section 18(4), the contents whereof the Data Subject declares himself, herself or itself to be aware and informed of.
- 65.6 The Data Subject has the right to:
- 65.6.1 be notified that personal information about him, her or it is being collected; and
 - 65.6.2 establish whether a Responsible Party holds any personal information of that Data Subject; and
 - 65.6.3 request access to his, her or its personal information as provided for in section 23 of POPI.
 - 65.6.4 request where necessary the correction, destruction or deletion of his, her or its personal information as provided for in terms of the provisions of section 24 of POPI; and
 - 65.6.5 object on reasonable grounds to the processing of his, her or its personal information as provided for in terms of section 11(3)(a) of POPI; and
 - 65.6.6 object to the processing of his, her or its personal information at any time for the purposes of direct marketing in terms of section 11(3)(b) or in terms of section 69 of POPI, **and failing such written objection, hereby provides consent thereto**; and
 - 65.6.7 submit a complaint to the Regulator regarding alleged interference with the protection of personal information as provided for in section 99 of POPI; and
 - 65.6.8 withdraw his, her or its consent referred to in section 11(1)(a) at any time, as envisaged in section 11(2)(b) of POPI and/or may object, at any time to the processing of personal information as envisaged in section 11(3) of POPI, **it being recorded that any such withdrawal and/or objection shall be communicated to the Responsible Party in writing.**

ANNEXURE "PLN"'PLAN OF THE LEASED PREMISES'

(for identification purposes only)

It is recorded that the shape, area and location of the Leased Premises as shown on this plan are for identification purposes only. The Landlord does not warrant the Leased Premises will be exactly as set out in this plan.



'TURNOVER RENT'**1 Definition of Net Annual Turnover**

- 1.1 For the purposes hereof, the expression "Net Annual Turnover" shall mean in regard to any annual period, the net selling price whether for cash, on terms of credit, or hire purchase (excluding interest, finance and other like charges and any tax or imposition levied in connection with the sale of goods) of all goods sold and services rendered by the Tenant including all orders taken or received at the Leased Premises whether such orders be executed from the Leased Premises or elsewhere, and of all goods sold and services rendered from the Leased Premises and which have resulted from an order taken or received via the Tenant's internet site provided that each sale on instalment or credit shall be treated as a sale for the full net selling price in the period during which such sale shall be effected, irrespective of when the Tenant shall receive payment (whether full or partial) thereof minus:
- 1.1.1 any refunds given, credits passed or allowance made on goods claimed to be defective or unsatisfactory (provided that the net selling price of any such goods in respect of which the refund, credit or allowance is given or made shall have previously been included in the net annual turnover of the Tenant;
- 1.1.2 the net selling price of any goods returned for exchange, provided that the net selling price of the goods exchanged for the returned goods shall have been included in the net annual turnover of the Tenant;
- 1.1.3 any amount written off during the relevant period as bad debts, provided that should any debts which have been written off as bad debts be subsequently recovered by the Tenant, then the amount or amounts so recovered shall be included in and form part of the net annual turnover of the Tenant for the relevant period during which the recovery of such bad debts has taken place.
- 1.2 All transactions originating from the Lease Premises, or any transactions in respect of goods usually sold or services usually rendered at the Leased Premises, or in respect of goods sold and/or services rendered from the Leased Premises and which have resulted from an order taken or received via the Tenant's internet site shall be considered as made and completed from the Leased Premises and shall be included and form part of any calculation of the net annual turnover of the Tenant even though the bookkeeping and payment of any account may be transferred to another place and even though the actual completion of the transaction or service order and actual delivery of the merchandise may be made from a place other than the Leased Premises. To ensure that the Leased Premises shall produce the maximum volume of turnover, the Tenant agrees that it shall not directly or indirectly divert elsewhere any business, trade or commerce which would ordinarily be transacted in, at or from the Leased Premises.

2 Statement of Net Annual Turnover

The Tenant shall at its own cost furnish or cause to be furnished to the Landlord an audited statement of the net annual turnover within three (3) months after the close of each financial year of the Tenant, certified as being correct by the Tenant's Auditor reflecting the net annual turnover of the Tenant for such financial year. Each statement of net annual turnover shall clearly set forth separately all the items comprised in the definition of the net annual turnover of the Tenant as set out in clause 1 above.

3 Payment of Annual Turnover Rental

On the same date as any statement as set out in 2 above is due to be furnished to the Landlord, the Tenant shall simultaneously pay to the Landlord the amount, if any, by which its payments of the monthly rental set out in the Schedule during the lease year in question fall short of the annual turnover rental payable for that lease year.

4 Obligations of the Tenant and rights of Landlord in regard to the statement of Net Annual Turnover

- 4.1 The Tenant shall keep full and accurate books of account, records and other pertinent data relating to the calculation of the net annual turnover. Such books and records shall be kept for not less than a period of three (3) years after the close of each financial year. The receipt by the Landlord of any statement of net annual turnover or any payment of annual turnover rental for any lease year shall not bind it as to the correctness of such statement or payment.
- 4.2 The Landlord and its agents shall be entitled to inspect the Tenants' books of account, records and other pertinent data relating to the calculation of the net annual turnover and shall have the right to take reasonable copies and extracts therefrom. The Landlord shall be entitled to disclose the Tenant's turnover data to any third person should it be necessary for the purpose of raising finance or in the event of the possibility of a sale of the Property or any share in the Landlord's capital, or for statistical purposes.

5 Audit of Net Turnover

- 5.1 The Landlord or its auditor shall at any time be entitled to audit the Tenant's statement of net annual turnover. The Tenant shall provide the Landlord or its auditor with all such information and explanations as may be required. Such audit shall be limited to the statement of net annual turnover and shall be conducted during normal business hours at the Leased Premises or any other site as agreed upon by the Landlord and the Tenant.
- 5.2 If it shall be determined as a result of such audit that there has been any deficiency in the payment of annual turnover rental, then such deficiency shall become immediately due and payable with interest at the agreed interest rate from the date upon which the said payment should have been made in terms of clause 3 above. Should there be a discrepancy of 5% (five per centum) or more between the net annual turnover as determined by the Landlord or its auditor, and the Tenant's statement of net annual turnover as submitted, then the Tenant shall become liable for, and shall on demand pay to the Landlord, the costs of the audit.

'OPTION TO RENEW'**1. OPTION TO RENEW**

The tenant has an option to renew the lease for another ____ year(s) at an open market rental on similar terms and conditions contained herein save for the rental, duration of the lease and any other charges payable by the tenant; **subject to the proviso that if the tenant has failed to pay its rent on due date and/or the tenant has been in breach of any of the terms and conditions of this lease at any stage throughout the duration of this agreement, then the tenant shall be deemed not to be entitled to exercise its right of renewal.** The tenant shall be deemed not to be entitled to exercise its right of renewal even if the landlord has never given the tenant any written or oral notification of the tenant's breach of any clause herein contained.

2. OPEN MARKET RENTAL

The open market rental is the basic monthly rental which a willing tenant will pay and a willing landlord will accept on the open market for a lease of the leased premises for the period and upon the terms set out in this agreement.

3. EXERCISE OF OPTION

The option to renew must be exercised by the tenant by delivering a written notice to that effect to the landlord at the landlord's address by not later than one hundred and twenty days before the commencement of the renewal period, failing which the option shall lapse.

4. LANDLORD'S PROPOSAL FOR RENTAL

The landlord shall inform the tenant in writing, at least ninety days before the commencement of the renewal period (as stated in 1) of the amount which he proposed the open market rental for each term of the renewal period should be. Unless the tenant, by notice in writing to the landlord, delivered not later than sixty days before the commencement of the renewal period, rejects the landlord's proposal, the open market rental shall be as proposed by the landlord.

5. DETERMINATION OF RENTAL

In the event of the tenant rejecting the landlord's proposals, the two parties shall use their best endeavours to reach agreement on the open market rental by not later than thirty days before the commencement of the renewal period. Should they not be able to agree, then the open market rental shall be determined by an expert as set out in 6, and such determination shall be final and binding on both parties.

6. EXPERT

The expert

- _____ shall be nominated by the President for the time being of the South African Property Owners' Association at the request of the landlord;
- _____ shall act as an expert, and not as an arbitrator;
- _____ shall give both parties an opportunity to make submissions to him before making a determination;
- _____ shall determine which party shall be responsible for his fees and disbursements – if he makes no such determinations, his fees and disbursements shall be paid by both parties in equal shares.

7. RENTAL ESCALATIONS

In the event of the parties not having reached agreement on the open market rental at the expiry of this lease and if the tenant is still in occupation of the leased premises then the tenant, pending resolution of such rental in terms of 5 hereof, hereby agrees to pay the rental and all other charges payable for the last month of the lease period escalated by the rates as set out in the schedule (if no rate is contained in the schedule the rental shall escalate by 12%) pending finalisation of the open market rental.

8. TERMS OF RENEWAL

Subject to clause 1 above, if the lease is renewed, the same terms and conditions will apply during the renewal period, except that there shall be no further renewal options.

‘ADDITIONAL TERMS’

'SURETYSHIP'

I, the undersigned,

SURETY

Full Names _____ : _____

Address _____ : _____

I.D. N^o _____ : _____

(herein referred to as "the surety")

do hereby interpose and bind myself to ~~CHUMA MALL (PTY) LTD~~ and its successors-in-title and assigns (herein referred to as "the Landlord") **herein represented by ERIS PROPERTY GROUP (PTY) LTD** as surety for and co-principal debtor jointly and severally with _____ (herein referred to as "the Tenant") for the due, proper and timeous performance of all the obligations of, and for the punctual payment of all sums which are or may become due by the Tenant or its successors-in-title or assigns, to the Landlord arising from or related to the Lease Agreement and any addendum or addenda thereto and/or the Tenant's occupation of the Leased Premises after the Lease has terminated due to the effluxion of time, as the case may, in respect of **SHOP __, CHUMA MALL LOCATED ON PORTION 142 OF FARM 388, SITUATED AT CORNER R511 ROAD AND 1st AVENUE, DIEPSLOOT** ("the Leased Premises") or relating to the occupancy by the Tenant of the Leased Premises above or to any other leased premises occupied by the Tenant on the Property, subject to the following terms:

1. _____ All terms defined in the Lease Agreement and any addendum or addenda thereto, as the case may be, shall have the same meaning in this suretyship.
2. _____ Notwithstanding anything to the contrary herein contained, the amount recoverable from the surety shall be unlimited, plus such further sum or sums for interest on that amount, charges and costs as may from time to time and howsoever arising, become due and payable by the surety, including without prejudice to the generality of the foregoing, interest, collection commission, tracing agent's fees stamps and attorney and own client costs as well as Counsel's fees as per Counsel's brief, including value added tax, incurred in the institution of legal action against the surety and Tenant for recovery of all of the amounts mentioned above, together with all other necessary and usual charges and expenses.
3. _____ The surety hereby waives the *benefits of excussion and division*, the meaning whereof he declares himself to be acquainted. **Benefits of excussion means the Landlord becomes entitled to sue the surety for the full amount for which the surety is liable in terms of the suretyship without first proceeding against the Tenant and division means that the surety is not only responsible for a pro rata share of the debt but for the entire debt (if more than two persons bind themselves as sureties for one obligation).**
4. _____ Any indulgence or latitude which the Landlord may grant to the Tenant in respect of any obligation in terms of or relating to the Lease Agreement or any amendment thereof, or the Lease of any surety or security which the Landlord may hold in respect of any obligation arising therefrom or related thereto, shall not prejudice the rights of the Landlord against the surety under this suretyship, or affect the validity or enforceability of this suretyship.
5. _____ **The defaulting party hereby consents and submits to the jurisdiction of the High Court having jurisdiction in respect of any dispute or claim arising out of or in connection with this Lease. Notwithstanding the foregoing, the defaulting party hereby agrees to the jurisdiction of the Magistrate's Court, notwithstanding the fact that the value of the claim or the matter in dispute might otherwise exceed the jurisdiction of such magistrate's court.**

6. ~~No amendment of the Lease Agreement or amendment to the Lease Agreement or of this clause shall prejudice the rights of the Landlord in respect of this suretyship and this suretyship shall also apply to obligations of the Tenant arising from such amendment or addition.~~
7. ~~This suretyship is a continuous covering suretyship and is irrevocable and may not be cancelled or withdrawn by the surety.~~
8. ~~In the event that the Tenant is sequestrated or liquidated, the surety shall not lodge or prove a claim against the estate of the Tenant until such time as the Landlord has been paid the full amount due to the Landlord in terms of the Agreement of Lease or any addendum or addenda thereto, as the case may be.~~
9. ~~All agreements, admissions and waivers made by the Tenant with or in favour of the Landlord in respect of his rights and obligations in terms of the Lease Agreement shall also bind the surety, as if he was a party thereto.~~
10. ~~A certificate by the Landlord, shall *prima facie* determine and prove the balance of the surety's indebtedness. It shall not be necessary to prove the appointment or authority of the person signing such Certificate on behalf of the Landlord should it not be signed by the Landlord personally. The Certificate shall be binding on the surety and shall be *prima facie* proof of the fact of the surety's indebtedness of the amount thereof and that same is due and payable at the date of signature of such Certificate, the production of which shall discharge any onus of proof which may rest on the Landlord to prove any fact certified therein. Such Certificate shall serve as the liquid document in any competent court for the purpose of obtaining provisional sentence or summary judgment against the surety thereon.~~
11. ~~All the Landlord's rights, without exception, applicable against the Tenant shall *mutatis mutandis* be equally applicable against the surety, the surety being deemed to be the Tenant thereunder as if the surety had *ab initio* and at all times been liable jointly and severally with the Tenant in favour of the Landlord.~~
12. **Should the aggrieved party institute action against the defaulting party pursuant to a breach of this deed of Suretyship by the defaulting party, then without prejudice to any rights which the aggrieved party may have, the defaulting party shall pay for all legal costs incurred by the aggrieved party including Attorney and Own Client charges, tracing fees, Counsel's fees as per Counsel's brief and such collection commission as the aggrieved party is obliged to pay its attorneys.**
13. The parties choose the following addresses as their respective domicilium citandi et executandi:
- | | |
|-------------------|----------------------------|
| _____ LANDLORD | _____ SURETY |
| _____ 3 Gwen Lane | |
| _____ Sandton | _____ The Leased Premises. |
| _____ 2196 | |
14. ~~This suretyship constitutes the entire agreement between the surety and the Landlord, and no variation thereto shall be of any force or effect unless it is in writing and signed by both the Landlord and me.~~
15. ~~The surety acknowledges that the Landlord shall be entitled to conduct enquiries against the surety at recognised credit bureaus and/or financial institutions from time to time.~~
16. ~~The surety hereby warrants and undertakes in favour of the Landlord that this suretyship is not subject to any marital restrictions or consents required. Should such consents be required, the surety undertakes that the necessary consents shall be obtained prior to the conclusion of this deed of suretyship.~~

SIGNED at _____ on this _____ day of _____ 201...

SURETY
PLEASE SIGN IN FULL ON THE ABOVE LINE

Witness
PLEASE SIGN IN FULL ON THE ABOVE LINE

FULL NAME OF SIGNATORY

FULL NAME OF WITNESS

'RESOLUTION'

COMPANY NAME: ONTEKHU INVESTMENTS (PTY) LTD

REGISTRATION NO: 2015/321939/07

RESOLUTION PASSED AT A MEETING OF THE BOARD OF DIRECTORS / MEMBERS AT

ON DAY OF201.....

RESOLVED: That _____ in his capacity as Director / Member of _____ be and is hereby authorised to sign all such documents and to perform all such acts as may be necessary, to conclude a valid and enforceable Lease Agreement and _____ (company) with **CHUMA MALL (PTY) LTD** herein represented by **ERIS PROPERTY GROUP (PTY) LTD** and as legally amended from time to time.

DIRECTOR / MEMBER

DIRECTOR / MEMBER

Full Names

Full Names

'DEBIT AUTHORITY'

TO: ERIIS PROPERTY GROUP (PTY) LTD
 ADDRESS: P O BOX 786130
 SANDTON
 2146

1. I/We the undersigned
 NAME OF DEBTORS: _____
 (Indicate company, close corporation, partnership etc.)

ADDRESS : _____
 BANK : _____
 BRANCH : _____
 BRANCH CLEARING N^o : _____
 ACCOUNT NO : _____
 TYPE OF ACCOUNT : _____

understand that the transfer of funds hereby authorised constitutes a means of payment to be cleared electronically through a system known as BUREAU FOCUS, and that this system requires my/our abovementioned account to be linked with -

RMB, CORPORATE BANKING JHB, ACCOUNT NO. 62663451400

2. I/We authorise you hereby to debit my/our account with such an amount as may be due and payable to you with a maximum number of debit transactions of ONE (1) per month. Being moneys due and payable by myself/ourselves to you now or in the future.
3. I/We understand further that:
- 3.1 The authorisation of such a link-up is subject to my/our account being barred from access of whatever nature, save for the debiting of my/our account authorised in terms hereof;
- 3.2 the transfer of funds is hereby authorised and shall take place according to instructions given by you through personal computer, which is linked to FNB's central computer, and that you shall not provide FNB with any instruction to debit my/our account with an amount that is not lawfully due and payable to you by myself/ourselves;
- 3.3 the transfer of funds hereby authorised shall take place without prejudice to my/our rights;
- 3.4 if my/our account is held at a financial institution other than FNB FIRST COMMERCE, the clearing of the funds between the respective institutions shall take place in co-operation with the Automated Clearing Bureau (Pty) Ltd;
- 3.5 in addition to any receipt of payment that you may issue, the particulars of every debit hereby authorised shall appear on my/our bank statement;
- 3.6 the debit order facility will **commence** for rentals due on the _____

SIGNED AT _____ **ON THIS** _____ **DAY OF** _____ **201...**

Sign in full

WITNESS

Sign in full

AUTHORISED SIGNATURE

DRAFT IRREVOCABLE BANK GUARANTEE

PLEASE NOTE THAT THE LANDLORD WILL ONLY ACCEPT AN IRREVOCABLE BANK GUARANTEE. I.E- NO ESCAPE OR WITHDRAWAL CLAUSES WILL BE ACCEPTED BY THE LANDLORD SAVE FOR A CLAUSE WHEREBY THE BANK WITHDRAWS FROM THE IRREVOCABLE BANK GUARANTEE AND PAYS THE GUARANTEE AMOUNT DIRECTLY TO THE LANDLORD. IN ADDITION TO THE AFOREGOING, THE IRREVOCABLE BANK GUARANTEE MUST ONLY EXPIRE THREE MONTHS AFTER THE AGREEMENT OF LEASE EXPIRES.

CHUMA MALL (PTY) LTD

HEREIN REPRESENTED BY
ERIS PROPERTY GROUP (PTY) LTD
3 GWEN LANE
SANDTON
2196

Dear Sirs

CHUMA MALL (PTY) LTD ("LANDLORD") HEREIN REPRESENTED BY ERIS PROPERTY GROUP (PTY) LTD AND ("TENANT") IN RESPECT OF ("LEASED PREMISES").

Letter of Guarantee No.

We, Bank Ltd ("Bank"), hereby advise that we hold the sum of R..... ("the Guarantee Amount") on behalf of the Tenant at the disposal of the Landlord for the Leased Premises.

We undertake to pay to the Landlord the Guarantee Amount free of exchange and without deduction immediately upon written demand from the Landlord.

Our liability hereunder is principle in nature and is not subject to any agreement. We will pay the Guarantee Amount on demand and we will not determine the validity of the demand or the correctness of the amount demanded, nor will we become party to any claim or dispute of any nature between the Landlord and the Tenant.

This guarantee shall be a continuing covering security for the amount referred to above. We agree that the Bank's liability hereunder shall not be reduced or in any way be affected by the release of the Tenant by the Landlord in respect of any or all of the Tenant's obligations to the Landlord in terms of the Lease, or any concessions, variations, compromises, extensions of time or any other arrangements made by the Landlord with the Tenant.

This guarantee is irrevocable and will expire on being three (3) calendar months after the termination of the Lease or upon payment of the Guarantee Amount in full by us, whichever occurs first.

Payment will only be made at our branch. The original guarantee must be returned to us either against payment of the Guarantee Amount or upon expiry thereof, as the case may be.

This guarantee may not be ceded and transferred to any purchaser of the property upon which the Leased Premises are situated, on written notice to us.

Yours faithfully,

SIGNED AT THIS DAY OF20

.....
For and on behalf of:
..... Bank Ltd
who warrants that he/she is duly
authorized thereto

As witnesses:

.....SA

TENANT CRITERIA CONTROL DOCUMENT

AGREEMENT OF LEASE: CHUMA MALL (PTY) LTD HEREIN PREPRESENTED BY ERIS PROPERTY GROUP (PTY) LTD AND ONTEKHU INVESTMENTS (PTY) LTD T/A OBC CHICKEN AND MEAT

We refer to the above and advise that we take pleasure in enclosing a copy of our Tenant Criteria Control Document for your attention.

Kindly sign below as acceptance and acknowledgement of receipt hereof.

ACCEPTANCE AND ACKNOWLEDGEMENT OF RECEIPT

TENANT SIGNATURE

DATE

TENANT DATA SHEET		STANDARD CRITERIA	SHOP NR		
OBC Chicken and Meat			SQM		
BENEFICIAL OCCUPATION		BO PERIOD 60 DAYS	Develope r	Tenan t	Tenant Allowance per m2
FLOORS	Floor slab	Power floated 35mpa concrete surface bed/ divided by saw cut joints	X		R250.00/M²
	Freezer floor	Freezer room as per detail supplied by OBC	X		
	Finish/tradin g	Polyurethane floor		X	
	Rear & Other areas	Polyurethane floor		X	
	Skirtings		X		
WALLS / COLUMNS	Trading area Finishes	Steel troweled cement plaster	X		
	Trading area Colour	Painted - Plascon Paris Paving (code Pending)	X		
	Toilet and rear areas	Tiled with Tile Arica GWC-4 Gloss White 1st 200X200mm to ceiling height (3M). As per plan labelled Finishing layout as provided by OBC	X		
	Toilet and Kitchen arears	Tiled with Tile Arica GWC-4 Gloss White 1st 200X200mm to ceiling height (3m). As per plan labelled Finishing layout as provided by OBC	X		
CEILINGS	Height	3000MM As per plan labelled Finishing layout as provided by OBC	X		
	Ceiling board	White vinyl clad suspended Gypsum plasterboard ceiling with 1200mm x 600 x 12.7mm panels	X		
	Grid	Exposed tee system at a ceiling to suit the trusses.	X		
	Height in Toilet areas	3000MM As per plan labelled Finishing layout	X		
	Trading Areas	No ceiling please see drawing labelled lighting layout as provided by OBC	X		
	Bulkheads	As per finishing layout	X		
SHOPFRONTS	Height	3000 mm AFL	X		R250.00/M²
	Finish	natural anodised aluminium shopfront	X		
	Glazing	6.5mm fade Ban HPR (or allowance of R2100/lm)	X		
	Door specs.	Site dependant - Entrance door: double door 1600mm wide 2400mm Height (or allowance of RF2100/lm)	X		
	Roller shutters	Black chain operated roller shutter door to cover all shopfronts and back entrances	X		
DOORS	Door specs.	Solid door with security gate and lock	X		
	Rear Door colour	2 x Coats of Clear Varnish	X		
	Toilet doors	As above			
FRAMES/ WINDOWS	Frame Type	Standard press metal	X		
	Frame Finish	1 Coat universal undercoat / final coat Gloss enamel	X		
	Window Type	Standard press metal	X		
	Window Finish	1 Coat universal undercoat / final coat Black matt enamel	X		
IRON MONGERY		Union (or equal 2 lever mortice lock type 2295 with 629 Hawk Locksets)	X		
			X		
HVAC	Air condition	All aircon to no point directly down only up or to (in trading area)	X		
	Mech. Vent	As per Building regulations	X		
FIRE PROTECT.	Fire doors	As per Fire & Safety regulation	X		
	Sprinklers	As per Fire & Safety regulation	X		
	Smoke detect.	As per Fire & Safety regulation	X		
	Break glass	As per Fire & Safety regulation	X		
	4,5kg DPE	As per Fire & Safety regulation	X		
	30m FHR	As per Fire & Safety regulation	X		
	Smoke vent.	As per Fire & Safety regulation	X		
ELECTR.	Power supply	0,5 amps per m2, minimum 300 amps,3 phase electricity to the DB Board	X		
	DB	Included	X		

	Sub-Meter	Included	X		
	Refrigeration electrical supply	To be supplied by developer as per appointent refrigeration contractors specifications			
	Plug points	As per OBC Electrical layout plan as provided by OBC	X		
LIGHTING	Trading area - Lighting	As per OBC Lighting layout plan as provided by OBC	X		
	Type	As per OBC Lighting layout plan as provided by OBC	x		
	Lighting levels	As per OBC Lighting layout plan as provided by OBC	x		
	Toilet - Lighting	As per OBC Lighting layout plan as provided by OBC	x		
DATA TELKOM SATELITE		Data line for Tenants account		x	
		1 X point at 30mm AFL in office	X		
		Provision will be made	X		
PLUMBING Toilets Kitchen	Water supply	Supplied to premises as per OBC Plumbing Layout as provided by OBC	X		
	Taps	As per OBC Plumbing Layout as provided by OBC	X		
	Basins	As per OBC Plumbing Layout as provided by OBC	X		
	Toilets	As per OBC Finishing Layout as provided by OBC	X		
	Tiles	As per OBC Finishing Layout as provided by OBC	X		
	Towel rial	Shop < 200sq - standard wc	X		
	Toilet paper rail	N/A	X		
	Mirror	150L geysers / heat pump placed at back of house above ceiling	X		
	Geyser	As per OBC Plumbing Layout as provided by OBC	X		
	Sink	As per OBC Plumbing Layout as provided by OBC	X		
	Taps	As per OBC Finishing Layout as provided by OBC	X		
	Tiles	As per OBC Finishing Layout as provided by OBC	X		
SIGNAGE	Shopfront	OBC Spec signage		X	
	External	OBC Spec signage		X	
	Fire signs	As per regulations		X	
Other	Refuse disposal	Refuse cages / designated area	X		
Local Authority	Security Doors	As per developer cost	X		
	Council Submissions	Final Floor layouts	X		
		Occupational certificate	X		
FITINGS AND FIXTURES				x	
REFRIDGERATION				x	
STOCK				x	
ELECTRICAL COMPLIANCE CERTIFICATE (COC)				x	